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The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, MARCH 15, 1913.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Lord Chief Justice.

ACCORDING to the report on Thursday the condition of Lord Alverstone remained about the same.

The Late Master Villiers.

WE REGRET to see the announcement of the death on Tuesday of Master VILLIERS. The late master had held office since 1894, and was held in high esteem by solicitors and their clerks for his efficient management of business, and his pleasant and courteous hearing.

Business in the Courts.

IN A leading article on the 10th inst., the *Times* observes, "the state of business in the Law Courts, especially in the Court of Appeal and in the King's Bench Division, is far from what it should be," and it calls attention to the fact that the list of cases set down for trial at the Royal Courts of Justice shews that the business of the courts is more congested than it has been for several years past. The Court of Appeal has got through a considerable quantity of work, including, in addition to the Workmen's Compensation list, the *Hawke v. Olympic* case, which lasted several weeks, but the new cases slightly exceed those which have been disposed of. The King's Bench Division started the present sittings with a heavy list of cases—647—and though this has been reduced, the number of cases now standing for hearing is in excess of that a year ago. It is no apology for this state of affairs that it is partly due to illness among the judges. That, unfortunately, is a cause of delay which must always be anticipated. The fundamental fact is that the authorities responsible for the administration of justice never recognise the necessity of maintaining a judicial staff equal to coping with the business.

Junior Counsel for the Treasury.

A VACANCY in the office of junior counsel for the Treasury in equity matters is always regarded with interest by the Chancery bar. This appointment, like that of junior counsel in common law matters, is in the gift of the Attorney-General. Such patronage, indeed, is not wholly consistent with the unwritten law or etiquette of the profession, which does not favour any interference by the leading counsel in the selection of his juniors by the solicitor, but it must, we suppose, be presumed that this law is not binding on the Crown. The appointment, as we have

already had occasion to observe, is valued not merely for its prestige and emoluments, but for the presumption, according to current practice, that it will lead the way after a reasonable interval to a seat on the bench. A reference to the careers of different Treasury counsel will shew that the appointment was held in equity matters by Lord Justice JAMES, Vice-Chancellor WICKENS, Lord Justice STIRLING, Mr. Justice INGLE JOYCE and Lord PARKER, and on the common law side by Lord HANNEN, Mr. Justice ARCHIBALD, Lord BOWEN, A. L. SMITH, M.R., Mr. Justice WRIGHT, Mr. Justice SUTTON, and Mr. Justice ROWLATT. We have been unable to discover the first existence of this patronage of the Attorney-General, which was probably in some remote period, but, whatever may be thought of the custom, the names which we have given are a strong testimonial to the discernment of the Crown officers.

The Apportionment of the Increased Licence Duties.

WE ARE indebted to Messrs. GODDEN, HOLME and WARD for sending us the figures, printed elsewhere, necessary to correct our statement last week of *Norris v. Lock* in the Marylebone County Court before Judge SELFE. We had to take our former account from a newspaper report, and this it seems gave all the necessary figures except the annualized value of the premium of £7,400. In the absence of tables—and, we admit, in momentary forgetfulness of interest calculations—we adopted the rough expedient of dividing £7,400 by 55, the length of the term, thus arriving at an annual additional rent of £135. This was sufficient for our purpose, which was to illustrate the principles on which the judge acted, though, naturally enough, it did not lead to the correct arithmetical result. The premium should, it seems, be annualized at £397, and substituting this figure the rest follows in the manner we indicated, the amount of the increase in the licence duty apportioned to the lessor being £41 7s. 3d. This is made clear by the figures which Messrs. GODDEN, HOLME and WARD have furnished. The decision, as we pointed out, very usefully clears up several of the points on section 2 of the Finance Act, 1912, which have caused difficulty.

Scottish Judges and Trial by Jury.

THE OBJECTIONS to trial by jury which are familiar to English practitioners seem to be shared by their brethren in Scotland. In *Barclay v. Smith* (50 Sc. L. R. 308), where application was made to the Court of Session to remove an action for personal injury in which the damages were laid at £100, the court refused the application, the Lord Justice Clerk saying: "I have acted as counsel in and have tried hundreds of jury cases, and I have seen many cases where the expenses have been piled up, and where the plaintiff was a person of no substance, so that even though the defendant was successful in obtaining a verdict, he was in the end an absolute loser. This tends to many defendants paying a substantial sum where there is no true case against them, rather than run the risk of being subjected to large loss even if successful." Those who argue in favour of the maintenance of trial by jury in ordinary civil matters, while admitting that it may be dispensed with in mercantile cases and in cases relating to the title to real estate, have hitherto insisted that juries are a competent tribunal for the assessment of damages in cases affecting personal safety or reputation. But we doubt whether the damages recently awarded by juries in such cases have given satisfaction to the profession or the public.

The Bar of Paris and M. Poincaré.

THE BANQUET at which M. POINCARÉ was entertained by the bar of the Court of Appeal in Paris on the occasion of his attaining the high dignity of President of the French Republic took place on March 6th, in La Salle des Fêtes de la Rue Saint Martin. Nearly fifteen hundred guests were present, and took their seats at sixty-six tables. These guests included all the notables of the Palace of Justice, members of the council of the order of advocates, past and present "batonniers" of the bars practising in local courts, magistrates and officials of the commercial and criminal courts, and members of the national ministry. M. POINCARÉ had on his right hand M. FERDINAND

LABORI, batonnier of the bar of Paris (the name of M. LABORI is well known in this country), and on his left M. LABORI's predecessor in office. Seated near them were M. BRIAND, Minister of the Interior, and M. HENRI ROBERT, a well-known advocate. The health of the President was proposed by M. LABORI in an eloquent speech, in which he congratulated the profession on the fact that one of its members had by his own unaided merit achieved the highest rank of the magistracy. M. POINCARÉ, in his reply, after mentioning that a similar honour had been conferred upon him on the occasion of his election to the Academy, said that he must always value a testimonial which came from those who had closely followed his professional and political life.

Special Powers and the Rule Against Perpetuities.

IN A letter which we print elsewhere Mr. HARGRAVES calls attention to what appears to have been an erroneous statement of the law as to special powers and the rule against perpetuities made by PARKER, J., now Lord PARKER, in *Re De Sommers* (1912, 2 Ch. p. 630). The passage from the learned judge's judgment is quoted by our correspondent, and it certainly seems to have been uttered in forgetfulness of a well known rule in conveyancing. In inserting in a settlement or will a special power to appoint among issue, it is not necessary to confine the possible appointees to those born within the limits allowed by the perpetuities rule. This can be done as a precaution, where, for instance, the power of appointment given to a testator's widow is confined to issue who are born and take vested interests within twenty-one years after her death (2 Key & Elphinstone, 9th edition, p. 823). But it is commonly supposed that the power is valid although not so confined, and that the test of the validity of its exercise is whether the limitations which it actually creates would be valid if they had been limited by the instrument creating the power (2 Key & Elphinstone, p. 541; Elphinstone's Introduction to Conveyancing, 6th edition, p. 364). The judgment in question seems to be in direct opposition to this conveyancing practice, and also, as Mr. HARGRAVES points out, contradictory to itself, and we hope to consider the point more fully hereafter. Without full examination we should not care to say that Lord PARKER had misstated what is commonly regarded as elementary.

The Lumsden Case.

AN ESTEEMED correspondent, whose letter we print elsewhere, takes us to task for the moderation of our language in regard to the discrepancy between the intention and the result of the I.V.D. sections of the Finance Act, 1910, as shewn by the *Lumsden Case* (1913, 1 K. B. 346). No doubt the matter is as he puts it. The Legislature started by saying in very clear terms that it was about to levy a tax on increment value of land (sect. 1), and that the increment value aimed at was the increment in site value (sect. 2 (1)). And it was doubtless assumed by the Legislature that the draftsman responsible for the technical definition of site value in section 25 had done no more than carry this intention into effect. There, as experience of the working of the Act shews, the Legislature made a mistake. The actual operation of section 25 was a technical matter, and the drafting was so carried out as to enable the tax, by the joint operation of sections 2 and 25, to be levied on profits on buildings as well as on increment in site value. In the discussion in the House of Commons on Tuesday, Mr. MASTERMAN, on behalf of the Government, attempted to justify this by calling the purchase price in the *Lumsden Case* a monopoly value, and pleading that that case was a solitary instance of the levy. But, of course, the Act was not aimed at monopoly value; if it had been, it would have been extended to monopolies in other property than buildings; and the fact that the *Lumsden Case* may so far be unique is no justification. The Government spokesman has, in fact, not recognised the real error in the working of the Act. Of course, we do not regard this as in any sense a political matter. The taxation of increment value seems to have been accepted in the same debate by Sir C. A. CRIPPS, K.C., with the reservation, to which in principle the Chancellor of the Exchequer agreed, that the produce should go to local funds, and the only question is as to the practical operation of the tax. As

a tax it will, no doubt, be permanent, but we hope that when the Treasury officials come to understand the position in which the draftsman of the Finance Act has left the matter, they will see the necessity for having the system of site value calculation reviewed.

The Liabilities of Collecting Bankers.

IN *Morrison v. London County and Westminster Bank* (Times, March 4th), Mr. Justice COLERIDGE decided a point of so great importance to the banking world that it is almost certain to be carried to a higher court. The question at issue was the precise extent to which section 82 of the Bill of Exchange Act, 1882, protects a banker who collects crossed cheques indorsed by a customer, who, in fact, turns out to have either no title or a defective title. The facts were not complicated, although a minor issue as to estoppel was brought in by the defendants which somewhat obscured them at first impression, and the facts relevant to this point we have omitted for the sake of clearness. The plaintiff was a merchant who had given his managing clerk authority to draw upon the plaintiff's account in the National and Provincial Bank for the purpose of his business. So long ago as the 7th of April, 1888, he gave to that bank written authority to pay and honour all cheques drawn by the managing clerk, and purporting to be drawn by him, *per pro Bruce, Morrison & Co.*—the name of the plaintiff's firm. More than twenty years later, in 1907, the managing clerk opened a private account of his own with another bank, the defendants in the action, who, of course, knew nothing about the authority to honour the clerk's cheques given to the first bank by the plaintiff. In fraud of his employer, the clerk drew cheques on the employer's bank *per pro Bruce, Morrison & Co.*, made them payable to himself, indorsed them in his own name, crossed them specially to the defendant bank, and paid them in to his private account there in the usual way for collection. Acting as the collecting bank, the defendants collected the moneys due on the cheques from the plaintiff's bank, which of course paid them, as it was authorized to do by the plaintiff. The defendants then in the usual way credited the moneys so collected to the clerk, who used them fraudulently for his own purposes. When the plaintiff discovered his clerk's frauds he sued the bank for conversion of the cheques or alternatively for money had and received, and since the moneys paid on the cheques were admittedly fraudulently obtained by the customer, the bank was *prima facie* liable to the true owner to refund the moneys stolen from him; it could acquire no title to stolen money. But here may come in the protection afforded to collecting banks conferred by section 82 of the Bills of Exchange Act, 1882; and the defendant bank prayed that section in aid.

Crossed Cheques.

NOW SECTION 82 of the statute has a marginal rubric styling it "Protection to collecting banker," and is couched in the following terms: "When a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title, or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment." At first sight, the words seem to cover exactly the facts of the present case, and to afford the collecting banker all the protection he needed in order to meet the plaintiff's case successfully. For here the clerk was a "customer" of the collecting banker. The cheque was crossed "specially to himself"—*i.e.*, to the collecting banker. The banker had acted "in good faith," and there does not seem any obvious negligence in honouring a perfectly usual kind of cheque drawn by the customer, as procurator of a firm, in favour of himself upon a bank which invariably recognised and honoured those cheques when presented. It is not easy then to see at once the weak point in the defendant's armour, if there is one. But to the commercial practitioner section 25 in the Bills of Exchange Act is obviously relevant to the point in issue. That section runs "A signature by procuration operates as notice that the agent has but a limited authority to sign, and the principal is only bound by such signature if the agent in so signing was acting within the actual limits of his authority." This, indeed, is

simply declaratory of the common law, which makes any limitation on an agent's authority notice to all parties who deal with such agent that they must ascertain whether or not he is acting within his authority and deal with him at their peril. It has been decided in a sheaf of cases that upon receiving such notice of an agent's limited authority persons dealing with him must make inquiries into its extent: *Althood v. Manning* (7 B. & C. 278); *Smith v. Prosser* (1907, 2 Q. B. 751); *Bissell v. Fox* (53 L. T. N. S. 193); *Hannan's Lake View Central (Limited) v. Armstrong* (16 T. L. R., 236). Upon seeing that the signature was *per pro*, accordingly, the collecting bank had, under section 25 of the statute, notice that the authority of the drawer was limited; they should have inquired of his principal as to the validity of this transaction before crediting him with the value of the cheques; and if they had done so they would have discovered that he had no authority to draw sums for his own use and pay them into his private account. Upon this line of reasoning Mr. Justice COLERIDGE held that the bank had not acted without negligence, so as to be entitled to rely on section 82, and that they must account to the plaintiff for the moneys received.

Money Paid under Duress.

IF WE leave out certain accidental complications due to the procedure adopted, and a minor point as to the correct interpretation of an Indian statute, the decision of the Judicial Committee of the Privy Council in *Kanhaya Lal v. National Bank of India* (Times, February 26th), may be regarded as simply upholding a sound and well-settled rule of the common law. Money paid under duress is treated as money paid for a consideration that has no real existence, and therefore is recoverable as money paid by the plaintiff at the request of the defendant—one of the eight common counts in the old action of *indebitatus assumpsit* (Bullen and Leake, title "Debt"). In other words, in consideration of the defendant's compliance with the plaintiff's request to pay him the money, the latter is regarded by a legal fiction as having promised to repay it. But, of course, the payment must be made under some compulsion, which the law regards as such; a payment under threat of legal proceedings is made voluntarily, and therefore irrecoverable; the defendant should have confidence in his right, and abide the issue: *Moore v. Fulham Vestry* (1895, 1 Q. B. 399). But it frequently happens that a demand for payment really leaves the plaintiff no real option but to pay, or suffer serious loss while vindicating his legal rights by refusing to do so; in such a case he is protected if he pays "under protest." Thus, where an excessive fee is paid to the steward of a manor upon admission to copyholds (*Traherne v. Gardner*, 5 E. & B. 913), where a broker obtains excessive fees under a distress (*Hills v. Street*, 5 Bingham 37), where a railway company obtains an illegal charge under threat of refusal to carry goods (*Great Western Railway v. Sutton*, L.R. 7 H.L. 527); in all these and similar cases, if payment is made under protest, it can be recovered. The victim is not bound to suffer great loss and inconvenience rather than pay the illegal demand. The same principle applies where there has been an abuse of legal process, such as a distress or execution upon a judgment irregularly obtained (*Duke de Cadaval v. Collins*, 4 A. & E. 858); the victim can, of course, refuse to pay, and move to get the judgment set aside, but the mere fact that he has this alternative does not compel him to adopt it; he can pay "under protest," and then raise the question of legality afterwards at his leisure, when the threatened mischief has been averted. This doctrine the Privy Council have applied to an Indian case, in which the plaintiff's claim was for money paid under an illegal attachment order so long ago as 1902. As Lord MOULTON, in delivering the judgment of the Board, pointed out, if in such a case the plaintiff were forced either to forgo his remedy or else permit the attachment and then sue to set it aside, his case would be hard indeed; for here the proceedings arising out of the illegal attachment had lasted ten years, and had twice reached the highest Court of Appeal in the Empire! Incidentally, the court decided that the rule on this point is the same in India as in England; the definition of "coercion," which is found in section 15 of the Indian Contract Act, and which is of a more limited nature, only applies to duress which is relied on to avoid a

contract; it does not apply to duress which must be proved in order to support an implied contract of "money paid under compulsion."

William Cobbett on the Profession of an Attorney.

THE "LIFE and Letters of WILLIAM COBBETT," by LEWIS MELVILLE, which has just been published, contains a graphic account by that well-known essayist and politician of his experience as clerk to an attorney. COBBETT's early life was spent on a farm, which he deserted for London, where he became clerk to an attorney, HOLLAND by name. "No part of my life," says COBBETT, "has been totally unattended with pleasure except the eight or nine months I passed in Gray's Inn. The office (for so the dungeon where I wrote was called) was so dark, that on cloudy days we were obliged to burn candles. I worked like a galley slave from five in the morning till eight or nine at night, and sometimes all night long. How many quarrels have I assisted to perpetuate between those poor innocent fellows, JOHN DOE and RICHARD ROE! How many times (God forgive me!) have I set them to assault each other with guns, swords, stones and pitchforks, and then brought them to answer for their misdeeds before our Sovereign Lord, the King, seated in his court at Westminster! When I think of the 'saids' and 'so forths,' and the crowds of tautology that I scribbled over, when I think of those sheets of seventy-two words and those lines two inches apart, my brain totters. Gracious Heaven! if I am doomed to be wretched, bury me beneath Iceland snows and let me feed on blubber, stretch me under the burning line, and deny me Thy propitious dews; nay, if it be Thy will, suffocate me with the infected and pestilential air of a democratic club room; but save me, oh save me, from the desk of a pettifogging attorney." It is a curious commentary on this outburst of hatred that, of COBBETT's family, to which he was deeply attached, three of the sons became barristers, and we had to record lately (*ante*, p. 231) the death of one of his grand children, Mr. RICHARD COBBETT, who was like, we believe, several other grandchildren, a solicitor at Manchester.

Prospective Damage.

As we have pointed out in a previous article ("Declaratory Orders," *ante* p. 241), it has always been the practice of our courts to discourage speculation as to the possible rights of parties in events which may or may not arise; upon this principle is founded their refusal to entertain hypothetical cases and, prior to the Judicature Act, 1873, their unwillingness to make mere declaratory orders where the parties could not or did not claim some present relief of a substantive nature. This rule of procedure, however, is not an isolated rule; it is bound up with a similar dislike of the "uncertain" and the "remote" which exhibits itself everywhere in the common law. Other illustrations of precisely the same principle are to be found in the sometime refusal of common law courts to recognize contingent remainders as estates at all, or the well-known refusal of eighteenth century judges to hear wagering suits "until the court had no further business to dispose of," and in the great reluctance with which anything in the nature of a speculative future loss is admitted as a matter to be considered by our courts. The convenient term "prospective damage" is now widely used in forensic practice to cover at least four different classes of such speculative future loss which are not very closely connected with one another, and it may be useful to summarize here under that name—always promising that it is not a "term of art"—the somewhat different way in which those four classes are treated. The matters in question are future damage from a present tort, contingent pecuniary loss which is alleged by a dependent suing under Lord Campbell's Act, damages for loss of a mere contractual opportunity, and the rule as to liquidated damages in cases where assessment is difficult.

Now, when a present tort causes damage there are two simple rules which govern the question as to whether or not the plaintiff can claim now against the tort-feasor for losses not as yet ascertained. The first rule is a very general one, namely, that only one action will lie on one cause of action, and therefore all

damages which result from the same cause of action must be recovered at one and the same time (SALMOND, second edition, p. 119). Thus in *Fitter v. Veal* (1701, 12 Mod. 542), the victim of an assault sued and recovered damages. Afterwards he had to undergo a surgical operation as the result of the same assault; it was held that he could not sue again for the new damage when discovered. The application of this rule is not excluded by the fact that when the first action was brought the damage alleged in the second could not have been ascertained by the plaintiff (*Reid v. Great Eastern Railway Co.*, 1868, L. R., 3 Q. B. 555). An apparent exception to the rule, but not a real one, arises when the same physical act is, in fact, two separate torts, committed against the same plaintiff; thus a cabman injured in a collision can bring successive actions, the first for injuries to his person and the second for injuries to his cab (*Brunsdon v. Humphrey*, 1884, 14 Q. B. D. 141). The same duality of wrongs and duplication of actionable claims has been recognized in the case of an illegal distress where trespass to goods is accompanied by trespass to the plaintiff's land (*Gibbs v. Cruikshank*, 1873, L. R., 8 C. P. 454); and in the case of a malicious prosecution initiated by a false imprisonment (*Guest v. Warren*, 1854, 9 Ex. 379). There must, of course, be two distinct legal rights of a different nature violated; it is not enough that there are two injuries of the same legal order inflicted by one wrongful act—such as the breaking of an arm and a leg as well (*Macdonnell v. Knight*, 1890, 25 Q. B. D. 8 (per Lord ESHER)). But if we accept this apparent exception, where one wrongful act amounts to two distinct torts, the general rule is clear; for a present wrong which is not continuing, although the damage is continuing, only one action can be brought, and therefore in that action the jury must assess all damage suffered, including probable future damage.

The second rule deals with the exactly converse case. When a tort is a continuing injury, then its continuance after the date of the first action is a new cause of action, and whenever new damage is suffered a new action can be brought. In such a case, when an action is brought during the continuance of the tort, damages are recoverable only up to the time of their assessment in the action: Ord. 36, r. 58, and *Hole v. Chard Union* (1894, 1 Ch. 293). Prospective damages for any further continuance are not now recoverable; the plaintiff can and must wait till they occur, when he can sue again; he has then a new and distinct cause of action.

And similarly where there is no continuing injury, but the cause of action lies in the damage, each repetition of damage gives a fresh cause of action. Hence recovery of damage in one action does not exclude the recovery of subsequent damage in another action. The leading case which clearly established this rule is *Darley Main Colliery Co. v. Mitchell* (1886, 11 A. C. 127). There support had been withdrawn from the plaintiffs' land by means of an excavation on the part of the defendant; there resulted an immediate subsidence and damage as well as a threatened future subsidence; the prospective damage which the latter might occasion was held by the House of Lords to be irrecoverable in the first action. The same principle was applied in the recent case of *West Leigh Colliery Co. v. Tunnelcliff and Hampson (Limited)* (1908, A. C. 27), where, however, the plaintiff at first contrived ingeniously to obscure the issue by claiming the damage due to fear of future subsidences under the heading of "present" damage—namely, depreciation in the value of his property. In such cases it is the damage that gives the cause of action, not the withdrawal of support.

Our next class of cases in which questions of prospective loss have cropped up have arisen under the Fatal Accidents Act, 1846, better known as Lord Campbell's Act. This statute, it will be recollected, confers upon dependents of a deceased person killed by a tortious act the right to sue in tort for "pecuniary loss" suffered by them through the victim's death. The relatives protected by the statute are defined therein (section 5) as including husband, wife, children, grand-children, step-children, father, mother, step-parents, and grand-parents. There must be actual loss before action will lie (*Duckworth v. Johnson*, 1886, 29 L. J. Ex. 25). The damages are not by way of solatium for the mental suffering and bereavement, but by way of compensation for the

loss of a pecuniary advantage (*ibid.*). It might be thought, then, that the right of action conferred by the statute would not extend to possible future loss which the relative, at present losing nothing by the death of the deceased, will probably suffer at a future date; but the courts have held otherwise. There is a sufficient pecuniary loss if the claimant had a reasonable expectation of future pecuniary benefit from the continuance of the dead man's life (*Franklin v. S. E. Railway Co.*, 1858, 3 H & N. 211). In a very recent case the House of Lords pushed this claim to prospective damage a very long way indeed. A railway company, whose negligence caused the death of a dressmaker's apprentice, sixteen years of age, were sued under the statute by her father, with whom she resided. He was an old man in failing health, and it was not very unlikely that in a few years he would be dependent on the prospective earnings of the girl; this was held sufficient to justify a jury in assessing the damage caused by loss of this reasonable expectation of profit from her prospective earnings at the sum of £75 (*Taff Vale Railway v. Jenkins*, 1913, A. C. 1). A reasonable expectation of pecuniary benefit from the continuance of the deceased person's life was expressly held by the House of Lords to be a class of prospective damage which could be assessed now, and, being assessed as of some value, gave an otherwise non-existent right of action.

In our third class of cases this principle of "reasonable expectation" comes up again, but in rather a different connection—namely, breach of contract. It is now settled that the value of a "chance" is not too remote to be calculated in our courts, and used as the foundation for an action for breach of contract. This question was raised in a curious recent case. The manager of a theatre had contracted that he would give to fifty ladies selected by the votes of newspaper readers a chance of presenting themselves in a beauty contest before him, so that twelve of them might be chosen for theatrical engagements. One of the selected fifty ladies was not given a reasonable opportunity, so the jury found, of presenting herself for choice as one of the fortunate twelve, and they assessed at £100 the value of the chance thus, in breach of contract, not afforded to her. The Court of Appeal held that she had suffered damage inasmuch as she had lost her chance of being chosen for a lucrative engagement, that this expectation of a contingent future benefit was not too remote to be legally assessed, and that a jury were entitled to assess it as best they could by any means they could (*Chaplin v. Hicks*, 1911, 27 T. L. R. 458). Had there been a market for insurance in such risks, it would appear from some remarks of Lord Justice VAUGHAN WILLIAMS (p. 460), that, in the opinion of that learned judge, the proper way to assess the prospective damage would have been to ascertain the quotable value of the plaintiff's chance in the market; in other words, the plaintiff in such cases must be treated as having an insurable interest in the contract, the premium payable for which is *prima facie* the measure of damages; in the absence of such measure, then a jury must do what the actuaries have found too difficult.

A fourth illustration of the way in which our courts treat questions of prospective or speculative damage is afforded by the well-known rule which assists in discriminating between a penalty (which is unenforceable) and liquidated damages assessed beforehand by the parties for the breach of some stipulation in a contract. Where at the date of a contract there is a possible source of future damage which is so uncertain and speculative that, upon the happening of a breach, the court will have great difficulty in calculating it, it is a proper thing for the parties to agree the amount beforehand and insert it as liquidated damages to be paid by the defaulting party in case of breach (*Webster v. Bosanquet*, 1912, A. C. 394). This was a Privy Council case, in which a landlord had agreed to supply by a fixed date a house suitable for habitation, in default of which a sum was named as damages; this was upheld by the court as a good case of liquidated damages. A more novel and instructive one is that of *Clydebank Engineering Co. v. Don Jose Castaneda* (1905, A. C. 6). There a Scots firm of shipbuilders had agreed to supply the Spanish Government with a ship of war by a certain date, and in default to pay a sum by way of liquidated damages. The date arrived just before the Spanish-American war, the ship was not supplied, and after conclusion of hostilities, the Spanish Government sued for the sum so named

or, if that were held to be penalty, the actual damage suffered by them. This they put at the whole loss sustained by them through defeat in war—which they ascribed to the fact that this ship was lacking to their fleet. On the other hand, the defendants contended that the Spanish Government had not lost anything at all by the delay, on the contrary they had gained by it. Had the ship been supplied in time, Spain would have lost it, like all its other warships; by the delay they gained a ship. Obviously the prospective damage to be suffered by loss of a warship is a matter which a jury, even were it composed of naval experts, would have found it hard indeed to estimate; so the case was clearly one in which the parties might well assist the court beforehand by providing their own estimate of the prospective loss in case of breach by means of a stipulation in the contract. The cynic and the humorist, who would see the depth of solemn trifling to which legal argument can sometimes condescend, should read the arguments which in this case were addressed to the House of Lords upon the hypothetical extent of the damage suffered by Spain.

Reviews.

Copyright.

THE LAW OF COPYRIGHT, INCLUDING THE COPYRIGHT ACT, 1911, AND THE RULES, REGULATIONS, AND ORDERS IN COUNCIL MADE THEREUNDER; THE UNREPEALED SECTION OF THE FINE ARTS COPYRIGHT ACT, 1862; THE MUSICAL (SUMMARY PROCEEDINGS) COPYRIGHT ACT, 1902; THE MUSICAL COPYRIGHT ACT, 1906; AND THE UNITED STATES OF AMERICA COPYRIGHT ACT, 1909; THE AUSTRALIAN COPYRIGHT ACT, 1905, AND BILL, 1912; AND THE BERLIN AND BERNE CONVENTIONS, AND TABLES OF THE LAWS, TREATIES, AND CONVENTIONS IN FOREIGN COUNTRIES. By L. C. F. OLDFIELD, M.A., Barrister-at-Law. SECOND EDITION. Butterworth & Co. 12s. 6d.

This work forms a very complete guide to the Copyright Act, 1911, and the various matters incidental to the law of copyright. To a large extent, copyright is a matter of international concern, and the inclusion of the statute law of the United States, and the statute and projected statute law of Australia, and also the Berlin and Berne conventions, is a useful feature of the work. But primarily, it is an exposition of the Copyright Act, 1911, and the notes appended to the section also give a full and careful summary of the authorities on the old law, so far as these have a bearing on the construction and application of the new Act. The difficult question of the effect of an assignment of copyright in the case of joint authorship is discussed in the notes to section 5, and the work generally displays careful study of its subject matter.

Death Duties.

A PRACTICAL GUIDE TO THE DEATH DUTIES AND TO THE PREPARATION OF DEATH DUTY ACCOUNTS. By CHARLES BEATTY (Solicitor), of the Estate Duty Office, Somerset House. FOURTH EDITION (Revised & Enlarged). EFFINGHAM WILSON. 4s. net.

This work is founded on the author's experience both as a solicitor dealing with death duty matters on behalf of clients, and as an Examiner of Accounts at the Estate Duty Office, and it is intended to furnish a simple guide to the duties, with practical directions as to the preparation of accounts. It gives in a preliminary chapter a general outline of the death duties, and then explains in more detail the estate, settlement, estate, legacy and succession duties. After this follows a chapter describing the various forms and the occasions of their use, and the relevant statutory provisions are given in an Appendix. The book is useful to have at hand in dealing with death duty accounts.

Procedure.

THE OUTLINES OF PROCEDURE IN AN ACTION IN THE KING'S BENCH DIVISION. FOR THE USE OF STUDENTS. By A. M. WILSHERE, M.A., LL.B., Barrister-at-Law. Sweet & Maxwell (Limited). 7s. 6d.

The student, if he finds himself confronted at the outset with the Annual or Yearly Practice, is likely to regard procedure as a dark and pathless forest. To use these books with effect it is necessary to have a good knowledge of the fundamental rules which regulate the commencement and conduct of an action and the defence to an action, and for this purpose Mr. Wilshire's book can be safely recommended. In the chapter on Pleadings the rules by which the pleader is to be guided are concisely stated, with illustra-

tive examples, and the student should learn from them how his case, whether as plaintiff or defendant, ought to be placed on the record. In dealing with damages attention is usefully directed to *Ratcliffe v. Evans* (1892, 2 Q. B. 524) and the principle there enunciated as to the proof of special damages. The chapter on Discovery should successfully initiate the student into the means by which he can procure information in the possession of the opposite party, or himself resist giving it. As an introduction to procedure the book will be useful.

Books of the Week.

Commercial Law.—The Commercial Laws of the World. Vol. XXIV. German Empire I. British Edition. Sweet & Maxwell (Limited). £2 2s. net.

Patents.—Compulsory Licences and Revocation of Patents with Forms. By T. W. MORGAN, Barrister-at-law. The Solicitors' Law Stationery Society (Limited). 2s 6d. net.

Correspondence.

The Increased Licence Duties—Finance Act, 1912, s. 2—*Norris v. Lock*.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—We are sorry to observe from your note on pp. 332-3 of your issue of the 8th inst. that you had not been supplied with the corrected figures in this case, and consequently your note is not quite accurate. We venture to enclose a note of the actual figures upon which judgment was given for £41 7s. 3d. Although, as you point out, the judge said that the amount could be adjusted, the defendant agreed that the figures were accurate, assuming that the law was as laid down by the judge.

We do not know why you suppose that a premium of £7,400 spread over fifty-five years becomes an annual rent of £135. On the contrary, £7,400, when annualized on the 5 per cent. tables (which the judge, following the evidence given on both sides, decided to be the correct scale) gives £397 per annum, as you will see from the enclosed.

We take the opportunity of referring to the letter on p. 336 of your same issue from Mr. Searby. The second point raised in his letter is not disposed of by *Smith v. Lion Brewery Co.*, but it is fully covered, and the action of the Commissioners of which he complains supported, by *Hancock v. Gillard* (1906, 1 K. B., 47).

GODDEN, HOLME AND WARD.

34, Old Jewry, London, E.C., Mar. 10.

[See under "Current Topics."—Ed. S.J.]

The following is the note of the actual figures:—

25th February, 1913.

NORRIS v. LOCK.

RE THE ORDNANCE ARMS.

Finance Act, 1912, section 2.

The calculation which the plaintiff contended was the correct one, and which the judge adopted in its entirety, giving judgment for the plaintiff for £41 7s. 3d.

Rent of stabling adjoining "Ordnance Arms" ...	£	s.	d.
Less rates paid by plaintiff ...	63	0	0
Net rent of stabling ...	£49	14	0
Actual rent of all premises comprised in the lease ...	155	0	0
Add premium of £7,400 paid on the granting of the lease annualized over the term of fifty-five years on the 5 per cent. tables ...	397	0	0
Total potential rent ...	552	0	0
Deduct net rent of stables (as shewn supra) ...	49	14	0
Rent in respect of licensed premises only ...	502	6	0
Deduct estimated unlicensed rental value of licensed premises ...	65	0	0
Rent solely attributable to the licence ...	£437	6	0
Present licence duty ...	77	10	0
Old licence duty ...	30	0	0
Increase of licence duty ...	£47	10	0
The defendant was ordered to pay £437 6s. of £502 6s. ...	47	10	0
that is $\frac{437 \cdot 3}{502 \cdot 3}$ ths of £47 5s. = ...	£41	7	3

The Lumsden case.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In your remarks on this case in your issue of the 8th inst. you say:—"The obvious criticism is that the Finance Act . . . not only taxes increment on site value, which was supposed to be the principle of the measure, but also profits on sale of house property."

I venture to suggest that the word "supposed" is inadequate and misleading. Section 1 charges the duty on the increment value of land, and section 2 (1) expressly states that "the increment value of any land shall be deemed to be the amount, (if any) by which the site value of the land . . . exceeds the original site value . . ."

The principle you refer to is therefore not a matter of supposition. It is laid down in unmistakable terms in the very forefront of the Act.

W. H. W.

March 10.

[See observations under "Current Topics."—Ed. S.J.]

The Rule Against Perpetuities.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I have read your note in the issue of the 1st inst., p. 317, with great interest, but I wish you had referred to the remarks of Parker, J., in *Re De Sommers*, 1912, 2 Ch. 622. On p. 630 the learned judge says: "A special power which, according to the true construction of the instrument creating it, is capable of being exercised beyond lives in being and twenty-one years afterwards is, by reason of the rule against perpetuities, absolutely void; but if it can only be exercised within the period allowed by the rule, it is a good power, even although some particular exercise of it might be void because of the rule." The *Law Quarterly*, 1913, p. 13, properly points out that the first division of this sentence is clearly heretical, but that review does not deal with the second division of the sentence, which I cannot make any sense of, as I cannot see how a special power—one and the same power—can and cannot be capable of being exercised within the period allowed by the rule. Again, how can a power which can only be exercised within the period allowed by the rule allow a particular exercise void because of the rule?

Surely there is a misprint in the *Law Reports*, or I am not sufficiently scholastic to appreciate the meaning of the sentence. Will you kindly help in your next "Current Topics"? Are not the words "can only" a slip?

E. T. HARGRAVES.

52, Coleman-street, E.C., March 4.

[See observations under "Current Topics."—Ed. S.J.]

[We are obliged through want of space to hold over a letter on "Duties on Land Values—Freehold Ground Rents."]

Court of Appeal.

BALFOUR v. BEN TILLET. No. 2. 1st March.

PRACTICE—DISCOVERY—INTERROGATORIES—DISCOVERY OF DOCUMENTS IN POSSESSION OF DEFENDANT'S EMPLOYERS.

The defendant was the general secretary of a trade union, and upon being called upon to give discovery of documents made an affidavit, in which he gave in a schedule a list of documents which he said were in the possession of his union, but that he had no power to produce them, as they belonged to the trade union.

Held, that although, as general secretary, it was within his power to make copies of the documents (see *Hadley v. Macdougall*, 1872, L. R. 7 Ch. 312), it was well established that a person in the position of a servant could not be required to furnish copies of documents belonging to his master.

The plaintiff, George Balfour, a managing director of a company which carried on business in connexion with tramways and similar undertakings, employing a large number of men, in 1911 was a candidate at a by-election for the Govan Parliamentary Division of Glasgow, and he complained that the defendant, Ben Tillet, intended to prevent, and succeeded in preventing, him getting elected. In furtherance of that object he said that the defendant caused a strike of the tramway men at Llanely in order to get a statement published concerning him (the plaintiff) in the *Glasgow Daily Record*, which would prejudice his election. The Dock, Wharf, Riverside and General Workers' Union of Great Britain and Ireland, of which trade union the defendant was secretary, asked the tramway company to recognise the union so that an endeavour might be made to avert the threatened strike, but the company refused to do this. On behalf of the union Ben Tillet then wrote to the plaintiff, asking him to recognise the union in order to prevent the strike, and the plaintiff instructed the head office to reply that he refused the recognition. A statement to this effect appeared in the *Glasgow Daily Record* of the 22nd of December, 1911, just before the election. The plaintiff then brought the action against Ben Tillet and that paper, claiming damages for libel and conspiracy. The defence included a plea of justification. Pleadings having been delivered, the plaintiff applied for an order that he might

be at liberty to deliver to the defendant Tillett the following interrogatory:—"What are the contents of the documents specified in the schedule to your affidavit of documents? Exhibit copies of the said documents to the answer to this interrogatory." The defendant in his affidavit said that he had in his possession a bundle of documents relating to the matters in question in the action, and that he could produce them. But as to a second bundle of documents he had no power to produce them, because they were in the custody and power of the Dockers' Union, of which he was the general secretary, and as a mere servant he could not produce them. The Master disallowed the interrogatory, and Bucknill, J., took the same view, and the plaintiff appealed. In support of the appeal it was submitted that the circumstances were such, having regard to the position Mr. Ben Tillett occupied, that he could perfectly well give inspection, or at the least furnish copies, and that the judge ought to have made an order requiring him to try to obtain copies, which, if he was in fact unable to do, he should answer to that effect. The following cases were referred to: *Keardley v. Phillips* (1882, 10 Q. B. D. 36, affirmed on appeal, 1883, 10 Q. B. D. 465), *Taylor v. Rundell* (1840, 11 Sim. 391), *Hodley v. Macdougall* (1872, L. R. 7 Ch. 312), *Rottenberry v. Munro* (1910, 103 L. T. 566), and *Dalrymple v. Leslie* (1881, 8 Q. B. D. 5).

THE COURT dismissed the application. FARWELL, L.J., said that this was a novel application. Although it was within the defendant's power to get copies of the documents in question, it was well established that a person in the position of a servant could not be required to make copies or answer an interrogatory asking him to give the contents of documents in the possession of his master. The appeal failed.

KENNEDY, L.J., concurred.—COUNSEL, for the plaintiff, *E. F. Spence*; for the defendant, *Clement Edwards and Pocock*. SOLICITORS, *Bull & Bull; Helder, Roberts, & Co.*

[Reported by ESKINE REID, Barrister-at-Law.]

DUNLOP PNEUMATIC TYRE CO. (LIM.) v. NEW GARAGE AND MOTOR CO. (LIM.). No. 2. 6th March.

PRACTICE—ASSESSMENT OF DAMAGES REFERRED TO A MASTER—APPEAL AGAINST ASSESSMENT—WHETHER TO COURT OF APPEAL OR DIVISIONAL COURT—R.S.C. XXXVI. 57—JUDICATURE ACT, 1890, s. 2.

In an action in which an injunction and damages were claimed, *Phillimore, J.*, ordered that judgment be entered for the plaintiffs for an injunction, and that an inquiry be had before a Master as to the damages sustained by the plaintiffs by the breach of the agreement by the defendants. The defendants appealed from the assessment of the Master.

Held, that such appeal should be heard by the Court of Appeal, and not by the Divisional Court.

Radam's Microbe Killer Co. v. Leather (1892, 1 Q. B. 85), considered and followed.

The plaintiffs brought an action claiming an injunction and damages for alleged breaches of an agreement which contained a clause that if the defendants sold the plaintiffs' goods at less than the price list then current, the defendants should pay to the plaintiffs £5 for every tyre, cover, or tube sold or offered in breach of the agreement as liquidated damages. *Phillimore, J.*, gave judgment for the plaintiffs for an injunction, and directed, pursuant to Ord. 36, r. 57, that an inquiry should be held before the Master as to the damages. The Master held that under the agreement the sum of £5 was a liquidated sum, and not a penalty, and he assessed the damages at £250. The defendants gave notice of intention to appeal on the ground that the Master was wrong in holding that the sum of £5 mentioned in the agreement was liquidated damages, and not a penalty; that he should have found for nominal damages only, and that if the plaintiffs were entitled to more than nominal damages, the sum awarded should be reduced to one of certain smaller sums specified. The question then arose as to whether an appeal from a decision of a Master assessing damages in an action referred to him under Ord. 36, r. 57, should, as was held in *Radam's Microbe Killer Co. v. Leather* (1892, 1 Q. B. 85)—a case tried as to damages by an under-sheriff and a jury—be heard by the Court of Appeal or by the Divisional Court. Ord. 36, r. 57, provides that: "In every action or proceeding in the King's Bench Division in which it shall appear to the court or a judge that the amount of damages sought to be recovered is substantially a matter of calculation, it shall not be necessary to issue a writ of inquiry, but the court or a judge may direct that the amount for which final judgment is to be entered shall be ascertained by an officer of the court, and the attendance of witnesses and the production of documents before such officer may be compelled by subpoena, and such officer may adjourn the inquiry from time to time, and shall indorse upon the order for referring the amount of damages to him the amount found by him, and shall deliver the order with such indorsement to the person entitled to the damages, and such and the like proceedings may thereupon be had as to taxation of costs, entering judgment and otherwise, as upon the finding of a jury upon a writ of inquiry." It was argued that the last part of the rule, "such and the like proceedings . . ." pointed to such application as the present being made to the Court of Appeal; at any rate, the Court of Appeal had jurisdiction, and could in its discretion hear the appeal if it chose to exercise it. The application was not opposed by the plaintiffs' counsel so long as he was not thereby prejudiced from taking the point on the hearing of the appeal, that it was not open to the Master to deal with the question whether the £5 was liquidated damages or penalty.

THE COURT (VAUGHAN WILLIAMS, FARWELL and KENNEDY, L.JJ.) held that as it had been decided in *Radam's Microbe Killer Co. v. Leather* (*supra*), that in a case from the Sheriff's Court the appeal should be to the Court of Appeal, in the interest of uniformity of practice a similar course should be followed in an appeal from the Master to whom a case had been referred for assessment of damages. Order accordingly.—COUNSEL, for the appellants, *Morton Smith*; for the respondents, *Disturnal*. SOLICITORS, *J. B. & F. Purchase; Foss, Brough, Plaskitt, & Foss.*

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

CRAWFORD v. WHITE CITY RINK (NEWCASTLE-ON-TYNE) (LIM.).

Eve, J. 25th Feb.

LANDLORD AND TENANT—UNDERLEASE—RESTRICTIVE COVENANT IN HEAD LEASE—ALLEGED WARRANTY THAT NO RESTRICTION—COLLATERAL AGREEMENT—ADMISSIBILITY OF EVIDENCE.

By an agreement in writing the defendants agreed to sub-let certain premises to the plaintiff. The defendants held the premises under a lease which contained a covenant not to use them for dancing purposes. The plaintiff alleged a parol agreement by the defendants that the premises could be used for dancing. In an action by the plaintiff to recover damages for breach of warranty,

Held, that the parol agreement had not been established, and that even if it had been established, it was not a collateral agreement, but an agreement relating to the subject matter of the contract for letting, and must be found in it.

Jones v. Lavington (1903, 1 K. B. 253) followed.

This was an action in which the plaintiff claimed damages for breach of warranty. In January, 1912, the plaintiff was desirous of securing premises with a view to opening them as a dancing hall. The defendants were tenants of the Corporation of Newcastle-on-Tyne of certain premises, comprising a rink, known as the White City Rink, and the plaintiff alleged that in the early part of January, 1912, the managing director of the defendant company suggested to the plaintiff that the premises would be suitable for the purpose. Negotiations ensued, which the plaintiff alleged were based throughout on the fact that the defendants warranted to the plaintiff that they had full power and right to let the premises for dancing purposes. The alleged warranty was verbal, and was given to him by the managing director and secretary of the company. As a result of the negotiations, a written agreement was entered into in February, 1912, between the secretary and the plaintiff for the letting of the premises from the 9th of February to the 11th of May at the rent of £40 a week. The plaintiff, relying on such warranty and agreement, took possession of the premises and expended large sums in alterations, fittings, etc. Under the terms of the letting to the defendants by the corporation no dancing could take place without the consent of the corporation, which consent was never, in fact, obtained. On the 9th of February the corporation gave notice to the plaintiff that dancing must cease on the 24th of February. The plaintiff thereupon commenced this action for damages.

EVE, J.—The plaintiff alleges, as a basis of the negotiations which culminated in the agreement of February, 1912, that the defendants warranted to let the premises for dancing purposes. The defendants had no power to let the premises for such purpose without the consent of the superior landlord, and such consent was never, in fact, obtained. The plaintiff took possession under the agreement, and expended considerable sums in alterations, fittings, etc., and he now claims to recover the amount of such sums less the sums received by him during his possession of the premises. It is not suggested that there is any fraudulent misrepresentation on the part of anybody in the present case. At an early stage of the proceedings, objection was taken to evidence being admitted to establish the parol agreement on the ground that such an agreement ought to be found, if at all, in the written contract. But I considered it better, in view of eventualities, to hear all the evidence on both sides. It is said, on behalf of the plaintiff, that the warranty has been established, and that such warranty was, in fact, the consideration for the written agreement. The defendants, on the other hand, deny both propositions, and say that the evidence is not admissible to prove anything outside the written contract, and that, if accepted, it is only evidence of the subject-matter of the contract, and cannot control, vary, or add to the terms of the written contract. In support of this view they rely on *Jones v. Lavington* (1903, 1 K. B. 253), and, in particular, on the passage in the judgment of the Master of the Rolls, where he says, at p. 256: "I am of opinion that the appeal fails. The first contention was that there was a collateral agreement as to quiet enjoyment, which could be taken into consideration and enforced. That, however, was hardly pressed upon us, because it was obviously untenable. Such an agreement, if there was one, was in reference to the subject-matter itself of the contract, and must be found in it." In considering that passage, one must have regard to the facts of that case, and I do not think that the Master of the Rolls intended to lay down any general rule that in no case could there be such a collateral agreement. If, for instance, the plaintiff had said he would not enter into the contract unless the defendants entered into a collateral contract as to dancing, he would have brought his case within the first of the two classes of cases mentioned by Lord Justice Vaughan Williams in *Newman v.*

Gatti (24 T. L. R. 18). In order to establish the fact that there was such a precedent agreement, it was obvious that evidence must be admitted; but if the evidence fell short of proving the agreement, and only proved a state of things such as existed in *Jones v. Lavington*, then it was inadmissible. That being so, and having admitted the evidence, I have now to consider whether the parol agreement has been established. This much may be taken as proved, that the premises were offered to the plaintiff for dancing purposes, that the defendants knew that the plaintiff wanted them for that purpose, and knew that he would not have taken them except for that purpose. But assuming all that, I still have to ask myself whether there was a warranty. [His Lordship then reviewed the evidence, and proceeded:] The onus is on the plaintiff to prove the parol agreement, and to show that there was a contract *ad hoc* by all the parties. I think the plaintiff has failed to prove, and that the defendants have disproved any such collateral contract. That really disposes of the action, but I may add that if it had been proved that before the contract was entered into the plaintiff had asked whether he could use the premises for dancing, and had been told that he could, I think it was an agreement relating to the subject-matter of the contract within *Jones v. Lavington*, and must be found within it. The result is that though much may be advanced in the plaintiff's favour, the most that can be said is that he is the victim of an innocent representation, and is entitled to sympathy, but not to any legal redress. The action must, therefore, be dismissed, with costs.—COUNSEL, *Clayton, K.C.*, and *Foa*; *P. O. Lawrence, K.C.*, and *W. A. Greene*. SOLICITORS, *Robinson & Bradley*, for *Edward Clark*, Newcastle-on-Tyne; *Childs, Harling, Reid, & Wilson*, for *Maughan & Hall*, Newcastle-on-Tyne.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re SIMMER & JACK EAST (LIM.). CONSOLIDATED GOLDFIELDS OF SOUTH AFRICA (LIM.) v. THE COMPANY. Swinfen Eady, J. 7th Feb.

COMPANY—DEBENTURES—WINDING-UP—DEBENTURES PAYABLE IF ORDER MADE FOR WINDING-UP—RIGHT TO PAY OFF—OPTION OF CREDITOR—POWER OF GUARANTEEING COMPANY TO REDEEM.

Where debentures become enforceable on the happening of certain events, but can be only compulsorily redeemed by the company by the payment of a premium thereon, the guarantors of the interest on such debentures can give the usual notice to the debenture holders, and pay them off their principal and interest, but without being under the necessity to pay them the premium that the company would have to have paid them if they had wished to pay off the debentures before the security became enforceable.

This was a summons taken out in a debenture holders' action by the Consolidated Goldfields of South Africa, who are guarantors, asking that they or the trustees of a certain debenture deed of the Simmer and Jack East Co. might be at liberty to pay off the debentures at par, both principal and interest, on three months' notice. Some of the debenture holders objected to being paid off, being satisfied with the security of the Consolidated Company's guarantee, and these contended that in the provision for payment off of the debentures the word "payable" only meant "payable at the option of the creditors," and that the company could only redeem them compulsorily by paying a three per cent. premium. The Simmer and Jack East Co., in 1904, in exercise of powers contained in their articles, issued debentures for £500,000, bearing interest at 5½ per cent. The debentures were secured by a trust deed in the usual form, to which the consolidated company were parties, and they guaranteed the payment of principal and interest. Each debenture was for £100, and contained a covenant to pay "when the principal moneys hereby secured become payable in accordance with the conditions endorsed hereon the sum of £100," and to pay interest half yearly. The indorsed conditions provided that debentures of the nominal value of £33,300 drawn by lot should be redeemed by the company on the 1st of July, 1909, and every succeeding 1st of July up to the 1st of July, 1923, when the balance then outstanding should be redeemed; and that the company should have power after the 1st of January, 1909, to redeem any debenture at £103 upon giving six calendar months' notice, and also provided as follows:—14. The principal moneys hereby secured shall immediately become payable: (a) if the company make default for a period of six calendar months in the payment of any interest hereby secured and the registered holder hereof before such interest is paid by notice in writing to the company calls in such principal moneys; (b) if an order is made or an effective resolution is passed for the winding-up of the company. The Simmer and Jack East Co. made default in paying the principal of the debentures drawn for redemption on the 1st of July, 1911, and in paying the interest due on that date. The Consolidated Company paid the debentures drawn for redemption and took an assignment of some of them, and paid the interest due. They then commenced an action on behalf of themselves and all other the debenture holders for the execution of the trusts of the debenture trust deed, and on the 16th of December, 1911, obtained the usual judgment. On the 30th of November, 1911, an order for the compulsory winding-up of the Simmer and Jack East Co. was made by the Transvaal Court. The assets of the company had all been realised, and the proceeds were in the hands of receivers appointed in the debenture holders' action. Counsel for the objecting debenture holders relied on the case of *Re General Motor Cab Co. (Limited)* (1912, 56 SOLICITORS' JOURNAL, 573).

SWINFEN EADY, J., after stating the facts and reading the conditions

on the debentures, said: The conditions on these debentures specify certain times when the debenture is payable. It is to be payable if drawn on the date of drawing, and if not drawn then on the 1st of July, 1923. The company have also an option to pay at any time with a premium. Two events are further specified, on the happening of which the debenture is to be payable. They are the default in the payment of interest followed by the demand of the debenture holder and a winding-up order. The contract with the debenture holder is that on the happening of one of these events the debenture is immediately payable. It has been argued that this means payable only at the option of the creditor. But when that was intended it has been expressed, as in the case of the non-payment of interest. It is an old rule that, when there is a winding-up, debenture holders can prove though their debts are not due. I cannot see any room for the argument that "payable" means only payable at the option of the debenture holder. The guarantors' contract was only to pay interest until the principal was payable. In the case which has been relied on before my brother Eve, the company asked that the trustees should release their security on payment of the principal with interest up to seven days after date; and in that case many of the debentures were payable to bearer. I have consulted my learned brother about that case, and have his authority for saying that all he decided was that the company could not compel the trustees to release their security until they were satisfied that all the debentures were paid, and the observations which he then made were directed to those special circumstances.—COUNSEL, *Chetham-Strode*; *Hon. E. C. Macnaghten, K.C.*, and *W. E. Hollams*; *F. Whinny*. SOLICITORS, *Julius Edwards, & Thomas*; *Coward & Hawksley, Sons, & Chance*; *Markby, Stewart, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

HENRY v. HAMMOND. Div. Court. 3rd and 4th March.

STATUTE OF LIMITATIONS—SHIPPING AGENT—EMPLOYMENT IN ORDINARY COURSE OF BUSINESS—BALANCE OF ACCOUNT—EXPRESS TRUSTEE.

A shipping agent, acting in the ordinary course of his business, sold a cargo of coals, in a ship that had become a total wreck, on behalf of the plaintiff, who was an average adjuster. The ultimate balance of account was £96 odd in his books, but it was never paid over. Ultimately the plaintiff heard of the balance, and subsequently brought on action to recover the sum. It appeared that the claim was barred by the Statute of Limitations unless the defendant, the shipping agent, was an express trustee of the money.

Held, that as the money was a balance of account of transactions which the defendant had carried out in the ordinary course of his business as a shipping agent, he was not bound to keep the money in a separate fund, but was entitled to mix it with the other moneys of his business, and that therefore he was not an express trustee of the moneys, so that the Statute of Limitations would not apply.

Appeal from the Ramsgate County Court. It appeared that in 1883 the defendant was carrying on business at Ramsgate as a shipping agent. A vessel loaded with coal, *The International*, became a total wreck near that place. The plaintiff's firm, on behalf of the insurers of *The International*, sent the defendant the bill of lading, with instructions to sell the cargo on behalf of the plaintiff. This was done, and after the deduction of certain payments there appeared in the defendant's books a balance of £96 11s. 4d. owing by him in respect of the transactions. The entry in the books ceased in 1888, but it was found in the county court that the sum had never been paid over to the plaintiff or the insurers. In 1912 the plaintiff brought an action for this balance, having become aware of the facts some years earlier. The county court judge held that the defendant was not an express trustee, and that the action was barred by the Statute of Limitations. The plaintiff appealed from this decision.

CHANNELL, J.—This case raises rather a nice point, which has been very well argued on both sides. I cannot say I am absolutely confident about the result, although I hold rather a strong opinion on it. The question is whether or not the defendant can be treated as an express trustee of a sum of £96 11s. 4d., the ultimate balance of an account arising out of transactions he was employed to carry out in the ordinary course of his business as a shipping agent. The transactions occurred many years ago, in 1883, and there was an ultimate balance of £96 11s. 4d. in favour of the plaintiff. The defendant was unable to show that he ever did in fact pay over this sum to the plaintiff. But for the lapse of time the plaintiff was the proper person to sue for and recover the same. I think he would be entitled to recover it as a debt due from the defendant in respect of these transactions, which the defendant carried out in the course of his business as a shipping agent. But owing to the Statute of Limitations the only way in which the plaintiff can now recover is to establish that the defendant is an express trustee of this money for him. A considerable number of authorities have been quoted to us. That to which our attention has been most directed is that of *Burdick v. Garrick* (1870, L. R. 5, Ch. App. 233), and there is a passage in the judgment of Sir G. M. Giffard, L.J., in that case which has been often referred to by other learned judges, as, for instance, by Lord Macnaghten in *Lyell v. Kennedy* (1889, 14 A. C. 437), where he said: "The principle which governs the case may be

stated concisely in the words of the late Lord Justice Giffard. . . . 'I do not hesitate to say that where the duty of persons is to receive property and to hold it for another, and to keep it until it is called for, they cannot discharge themselves from that trust by appealing to the lapse of time. They can only discharge themselves by handing over that property to somebody entitled to it.' This passage has been approved of in this case and in others by other learned judges, such as Bowen, L.J., in another case quoted to us. And I think that passage, as Lord Macnaghten said there, concisely expresses the principle that governs this case. Then we come to the question: What does it mean? How does one apply that principle when the property is a sum of money? It is clear that if the terms on which the man gets the sum of money are that he is bound to keep it separately, say, in a bank—to keep it separately and to hand over what is in a sense a fund that he has got, then in that case he is a trustee of that fund, and he must hand over that particular fund. But I think the true rule is that when he is not bound to do that, when he is entitled to mix the money with his own, and he is not bound to keep it separate, and he may deal with it as he likes provided he produces an equivalent sum of money, then he is not a trustee within the meaning of this principle. He is a mere debtor. In my opinion all the cases are consistent with that being the rule. I remember well a remark that Bramwell, L.J., made in one of these cases, that it would be most unfortunate if the strict doctrines applicable to a trust were applied to mercantile actions. The business of a shipping agent is a well-known kind of business. It cannot be said that all the sums of money received by such an agent in his business must be kept separately. There is no element here, as there was in *Lyell v. Kennedy* (*ubi. sup.*), of the agent having in fact kept the money separate. The question is whether he is bound to keep the money separately. If in fact he keeps it separately, that no doubt tends to shew that he recognises an obligation to keep the money separately. In my opinion this principle will reconcile all the cases. With reference to the last case decided, that of *Friend v. Young* (1897, 2 Ch. 421), on which the learned counsel for the appellant relies, I have been quite unable to see that that is a very strong case, and it does not trouble me; for I think the circumstances there are so very different from those in this case. As I think the decision of the learned county court judge was in substance right, the appeal must be dismissed.

BRAY, J.—I am of the same opinion.—COUNSEL, *Hilberry*: Pollock, K.C., and *Thorn Drury*. SOLICITORS, Church, Adams, & Prior, for *Emery & Emery*, Ramsgate; *Kingsford, Dorman, & Co.*, for *J. Thorn Drury*, Ramsgate.

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BODMAN v. BODMAN, otherwise PERRY. Bargrave Deane, J.
6th March.

DIVORCE—NULLITY—MARRIAGE AFTER BANNS—EVIDENCE OF NON-RESIDENCE OF PARTIES IN PARISH IN WHICH BANNS WERE PUBLISHED INADMISSIBLE—STATUTE—MARRIAGE ACT, 1823 (4 GEO. 4, c. 76), s. 26.

In a suit for nullity on the ground that the marriage, a marriage after banns, was null and void because, at the time, the parties were not resident in the parish in which the banns had been published, no evidence of such non-residence can be given.

Petition by George Bodman for a decree that the marriage between himself and Elizabeth Bodman, otherwise Perry, celebrated on the 4th of September, 1889, at All Saints' Parish, Gordon-square, was null and void on the following grounds: (1) That the ceremony took place in purported pursuance of banns published in the said parish church of All Saints, Gordon-square, but that neither at the time of the ceremony, nor at the time of the publication of the banns, nor at any intervening time, did the parties dwell in the parish of All Saints, Gordon-square, but that they, and each of them exclusively, dwelt in the parish of St. Mary's, Barking, where no banns had been published; (2) that no licence had been obtained for the ceremony at All Saints' Parish Church, yet nevertheless the parties knowingly and wilfully intermarried without such due publication of banns and without a licence having first been obtained. The petition further contained other allegations which were not material to the issue. By her answer the respondent denied all the allegations in the petition, which she prayed should be dismissed. Counsel for the respondent took a preliminary objection to the petitioner's pleadings as they stood, and submitted that the petition ought to be dismissed. The substantial charge was that the marriage, a marriage after banns, was null and void on the ground that, at the time, the parties were not living in the parish in which the banns had been published. Under the statute (*supra*) no evidence could be given with regard to that. It was not a case of fraudulent publication of banns. Counsel for the petitioner admitted that there was no answer to the objection raised on the other side. Section 22 of the statute (*supra*) had led the petitioner, who was a solicitor, to believe that the point on which he had based his petition was a good point. But the sections of the statute were contradictory, and section 26 put an end to the petitioner's case.

BARGRAVE DEANE, J., said that section 26 of the statute was quite clear; it said that, "After the solemnization of any marriage under a publication of banns, it shall not be necessary in support of such

LAW REVERSIONARY INTEREST SOCIETY.

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marriage to give any proof of the actual dwelling of the parties in the respective parishes or chapelries wherein the banns of matrimony were published; or, where the marriage is by licence, it shall not be necessary to give any proof that the usual place of abode of one of the parties, for the space of fifteen days as aforesaid, was in the parish or chapelry where the marriage was solemnized; nor shall any evidence in either of the said cases be received to prove the contrary in any suit touching the validity of such marriage." He must therefore decide against the petitioner on the statute, and the petition must be dismissed with costs.—COUNSEL, for the petitioner, *E. G. Hemmerd*, K.C., and *Croom-Johnson*; for the respondent, *R. F. Bayford*. SOLICITORS, the petitioner in person; *Last, Sons, & Co.*

[Reported by C. P. HAWKES, Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

March 11.—LAWRANCE BRISCO GRAHAM.

March 11.—GEORGE DUDLEY HARE.

March 12.—ARTHUR REGINALD MORGAN SAMUEL, 71, Wood-lane, Shepherd's Bush, W., and 54, George-street, Hampstead-road, N.W.

Solicitors Ordered to be Suspended.

March 11.—FREDERICK SIDNEY MILLER, 4, Quarry-street, Guildford, ordered to be suspended for three years.

March 11.—EDWIN ARTHUR KNOWLES, Leeds and Bramley, ordered to be suspended for one year.

New Orders, &c.

Spring Assizes.

In pursuance of the Spring Assizes Act, 1879, His Majesty is pleased, by and with the advice of His Most Honourable Privy Council, to order as follows:—

1. The Northern and Salford Divisions (as defined by the Order in Council of the 4th day of May, 1864) of the County of Lancaster shall, for the purpose of the next Spring Assizes, be united together under the name of the Spring Assize County, No. 2.

2. The said Spring Assizes for the said Spring Assize County shall be held at Manchester.

In pursuance of the Spring Assizes Act, 1879, His Majesty is pleased, by and with the advice of His Most Honourable Privy Council, to order as follows:—

1. The North and East Riding Division and the West Riding Division (as defined by the Order in Council of the 10th day of June, 1864) of the County of York and the County of the City of York shall, for the purpose of the next Spring Assizes, be united together under the name of the Spring Assize County, No. 3.

2. The said Spring Assizes for the said Spring Assize County shall be held at Leeds.

The above Orders in Council are dated 7th inst., and published in the *London Gazette* of the 11th inst. They contain further provisions regulating the business at the assizes.

Societies.

The Selden Society.

ANNUAL MEETING.

The annual meeting of the Selden Society was held in the Council Room, Lincoln's Inn Hall, on Wednesday, Mr. Walter Charles Renshaw, K.C., the president, taking the chair. Among those present were Mr. Justice Joyce and Sir C. E. Chadwyck Healey, K.C.B., K.C., vice-presidents, Lord Moulton, Lord Justice Buckley, Mr. Robert Norton, K.C., Mr. W. Paley Baildon, Mr. Gilbert Hurst, Mr. Boydell Houghton, Mr. Edwin H. Thirlby, Mr. R. W. Cracroft, Mr. Beresford R. Heaton, Mr. T. Cyprian Williams, Mr. James G. Wood, Mr. W. C. Bolland, Mr. P. O. Lawrence, Sir Henry Johnson, and Mr. H. Stuart Moore, secretary.

The CHAIRMAN moved the adoption of the report. He said that two rather unfortunate matters in one sense had happened during last year. The first was that the society had not been able, as they had hoped and as was expected when the meeting last year was held, to get the volume for 1911 published. He understood that it was now in the state that the whole of the text was in print, and the whole of the

introduction was ready for printing, and that the only part which was not quite ready was a part of the list of cases at the end. It was hoped that it would be published before a month or so was over. A further unfortunate event, so far as the society was concerned, was that their honorary secretary, Mr. B. Fossett Lock, who had been appointed a county court judge, could no longer act in that capacity. His services had been of inestimable value to the society since 1905. He was sure that they all wished him long enjoyment of the office he now occupied, and they returned him their most cordial thanks for the services he had rendered to the society. The Council had appointed Mr. H. Stuart Moore, who was the son of an old member of the Council, as the new secretary, and the office would be no longer purely honorary, but he would have a salary of 50 guineas a year. The work the secretary of the society had to do was very large and very important, and the Council had long ago come to the conclusion that Mr. Fossett Lock ought to have had a salary, but he had always refused to take one. With regard to the future, the volume for the present year was the third volume of the "Year Books of the Eyre of Kent," edited by Mr. Bolland; it was volume 8 of the Year Book series. It was approaching completion, and would be ready for issue very shortly. He was glad to say that another volume was also all but ready for issue—Mr. Cecil T. Carr's "Select Charters of Trading Companies." The whole volume—introduction and all—was now in print, and the third revision had been reached. Some of these trading charters were perhaps not very interesting in one way, but he thought they were interesting historically. They were all found in the Patent Rolls. The earliest was dated the 1st of September, 1530, which was the 22nd of Henry VIII., and it was a grant incorporating certain persons who were engaged in commerce as merchants trading between this country and Andalusia. Some of the charters would, he thought, be found to be fairly interesting. They dated from the year 1530 down to the 7th of Queen Anne. They were mostly connected with manufacture and trading, and among them was the charter of the New River Company, dated 1619. He did not think that had been printed before, or, at all events, only imperfectly. There were also charters of salt-making companies, and others of that sort, but the most curious was one granted to a company which was to be called the Company of the New Arts. It seemed that a certain Sir Thomas Smyth, who lived in Essex, and also had a place in London, was either himself, or had some one under him who was what we should call an alchemist, who had invented a method of turning iron into copper and antimony, and lead into quicksilver. The charter was dated the 14th of Elizabeth, that would be 1571. It was somewhat amusing. It said, "Whereas our right well-beloved and right faithful and trusty counsellor, Thomas Smyth, of Theidon, at Mount, in the county of Essex, Knight, hath, through long search in books on divers arts, divers times, many times in vain, and manifold expenses of his time and money before time lost, now at the last, by God's goodness, found out and put in use a new and certain art to try out and make of iron very true and perfect and good copper, and of antimony and lead likewise true and perfect quicksilver, which art, as it is marvellous rare, so hath it heretofore not been put in use and practised in this Realm as he offereth to do it, nor to any such great benefit and enriching of our Realm as far as we have had yet understanding. The which device and notable invention, if God grant good success to those that shall further travail therein will be very profitable to Us, our heirs and successors, for the making of our ordnance and other munitions for the wars and for many or like uses, and also to all other the people and subjects of this our Realm of England and other our Dominions." Her Majesty Queen Elizabeth made Sir Thomas Smyth and two others, who, he supposed, might be called members of her Government, the Earl of Leicester and Lord Burleigh, together with Sir Humphrey Gilbert, into a corporation to be called "The Governor and Society of the New Art," and Sir Thomas Smyth was from time to time to appoint one "eaid and discreet person of the society" to be his deputy as governor. The Queen was to get 40s. per cent. as a remuneration from the working of this so-called invention. As might be anticipated, it was not very successful, and in about five years the company became bankrupt. There were many other volumes, as the report of the society stated, in preparation, and the Council had strong hopes that more than one would be ready in the course of the year. The accounts showed a very considerable balance in favour of the society, a much greater balance than he liked to see, because he hoped that before very long it would be reduced by reason of the production of further volumes.

Mr. Justice JOYCE seconded the motion, and it was agreed to.

The CHAIRMAN said he had terminated his three years as president, and at the request of the Council he had written to Lord Haldane and asked him if he would take the office, and he had very kindly consented. He would, therefore, be president for the next three years. Five members of the Council retired under the rules, of whom Mr. R. F. Norton, K.C., Sir Robert Romer, and Mr. James G. Wood offered themselves for re-election. They would be re-elected, with Sir Henry Johnson and himself as the other members.

Mr. Justice JOYCE proposed a vote of thanks to the retiring president, which was seconded by Sir C. CHADWYCK HEALEY, and adopted, and the CHAIRMAN returned thanks.

Votes of thanks were also passed to Sir Frederick Pollock and Professor Vinogradoff, literary directors, Mr. J. E. W. Rider, hon. treasurer, Mr. J. W. Clark, K.C., and Mr. Hubert Hall, auditors,

and Mr. B. Fossett Lock, late hon. secretary, and to the benchers for the use of the Council Chamber.

United Law Society.

A meeting of the above society was held on Monday, 10th March, at 3, King's Bench-walk, Temple, E.C. Mr. Wood Smith moved: "That the case of *Richards v. Lothian* (LAW TIMES or SOLICITORS' JOURNAL, 15th February, 1913) was wrongly decided." Mr. R. Primrose opposed. The following gentlemen also spoke:—Messrs. M. Dawson, S. E. Redfern, W. Carter Linoy, S. Ashley. The motion was lost by two votes.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 12th inst., Mr. Walter Dowson being in the chair, and Messrs. S. P. B. Bucknill, T. S. Curtis, A. Davenport, H. Fulton (Salisbury), W. E. Gillett, C. Goddard, W. H. Gray, C. G. May, W. A. Sharpe, and W. M. Walters being present. Grants to the amount of £335 were made to poor and deserving cases; four new members were admitted, and other general business transacted.

City of London Solicitors' Company.

Sir William J. Crump, J.P., Master, presided at the recent annual general meeting of the City of London Solicitors' Company, held, by kind permission of the Worshipful Company of Pewterers, at the Pewterers' Hall, 15, Lime-street, E.C. The report of the court and the accounts for the year were received and adopted. Mr. Albert S. Hicks was re-elected hon. auditor, and Mr. R. W. Handley elected to the court of assistants for the ensuing year, in place of Mr. Douglas A. Howden and Mr. J. Montague Haslip, who retired by rotation. At the Court of Assistants held at the close of the annual general meeting, Sir Thomas H. D. Berridge (Messrs. Burn & Berridge) was elected Master for the ensuing year. Mr. George Cozens (Messrs. Burgess, Cozens & Co.) and Mr. G. L. F. McNair (Messrs. Thomas Cooper & Co.) were elected senior warden and junior warden respectively. Sir Homewood Crawford (the City Solicitor) was re-elected hon. treasurer, and Mr. Hugh D. P. Francis (Messrs. Francis & Johnson) was re-elected clerk.

Women as Lawyers.

The Lyceum Club on Monday, the 10th inst., entertained Miss Karin Costello, late of Newnham College, Cambridge, who took a first-class in the Moral Science tripos; Miss Maud Isabel Ingram, late of Girton College, Cambridge, who took honours in the History and Law triposes; and Miss Gwyneth Marjorie Bebb, formerly of St. Hugh's College, Oxford, who took a first-class in law—three of the ladies who are applying for leave to be examined by the Law Society prior to admission upon the Roll of Solicitors. Miss Lucy Frances Nettlefold, another applicant, and who is still at Newnham College, and has taken a first-class in the first part of the Law tripos, was unable to be present owing to her absence abroad.

There was a numerous company present at the dinner, amongst others, Miss Armstrong, M.A., Miss Cullis, D.Sc., Lady Gomme, Miss L. Martindale, M.B., B.Sc., Miss Smedley, D.Sc., Miss Janet Spens, Miss E. A. Stoney, M.A., the Hon. Mrs. Wilkinson and Lady Wright, the Hon. Mrs. Franklin, Mrs. de Costa, Mrs. H. Hall, Miss Ashworth, Miss L. S. Gibb, Miss Douglas Irvine, and Miss Gladys Bradford, and letters of regret were sent by Lord Wolmer, Lord Robert Cecil, and Miss Haldane.

Miss Chrystal MacMillan, M.A., B.Sc., proposed the toast of the evening, "Future Women Solicitors," and congratulated them upon having the courage to apply to the Court for a declaration that duly qualified women should be admitted into the legal profession. This event was certainly an epoch in woman's emancipatory progress.

Miss Costello replied to the toast, and in dealing with the argument that the legal profession was overcrowded, said that it must be conceded that in all competitive professions the principle of the survival of the fittest was the natural and logical sequence, and women should be allowed to compete.

Miss Ingram pointed out that the bar had a domestic tribunal which closed that branch of the profession against women in reliance on immemorial custom, but the other branch was controlled by statutes which could be tested in the courts.

Miss Bebb said she had often asked herself, and many other people, why women were excluded from the legal profession. The question sounded obvious, but the answer was far to seek, and when found not entirely convincing. They were told that it was hard work, drudgery, and much of it dirty work, better left to the men, and so on *ad infinitum*. In short, that women ought not to soil their hands on it. She was distressed to think that no one prevented men from soiling their hands, while the women were so jealously protected. She was compelled to believe that there must be some *quid pro quo* for the unpleasantness of continual contact with all that was dreary and sordid. But, in fact, the two most cogent reasons for the exclusion of women

from the legal profession were prejudice on the one hand, and on the other, fear of competition. Prejudice was as elusive as public opinion, though more rigid; women who had entered newly opened professions, or who had assailed professions still closed, knew its weight, and how hard it died. If the Courts decided that women could not be admitted as solicitors, because from time immemorial they had been excluded, they would be reflecting truly the attitude of a large portion of the general public. It was clear to everyone that the struggling barrister or solicitor had more to fear from the efficient than from the incapable woman. There was only so much practice to go round, and the woman who succeeded would take from the man who did not. The keener the competition, the harder it would be to make and keep a practice. Women could not be justly accused of inefficiency or unsuitability in a profession until they had been given a working chance of showing their capacity, and when women solicitors had proved a failure many people would enjoy the exquisite pleasure of saying "I told you so."

In proposing the health of the chairman, Miss Gladys Bradford reminded her audience that women were not incapable of arguing abstruse points of law, and referred to the fact that their president, Miss MacMillan, had appeared before the House of Lords for two days and argued the case of "Nairn v. University of St. Andrews," receiving the compliments of Lord Loreburn for her temperate and clear argument, although inveterate custom supervened, and his lordship decided against her appeal.

Mr. Holford Knight and Mr. Edward A. Bell were also called upon to support the toast of the evening.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the society, held on the 11th of March, 1913, the following was the subject for discussion: "That the case of *Harroving Steamship Co. (Limited) v. William Thomas & Sons (Limited)*, was wrongly decided." Mr. H. G. Meyer opened in the affirmative, Mr. H. J. Howland seconded in the affirmative; Mr. W. P. Bennett opened in the negative, Mr. W. J. Lonsdale seconded in the negative. The following members continued the debate:—Messrs. N. A. Johns, H. Cooke, W. Pleadwell, R. P. Clarke, F. W. Chamberlain, and F. J. Finch. The motion was lost by 1 vote.

Companies.

Equity and Law Life Assurance Society.

The annual general meeting of the society was held on Monday, at the society's house, 18, Lincoln's Inn Fields.

The report stated that the new business amounted to £693,861 under 411 policies, of which £548,413 had been retained by the society.

The gross new premiums amounted to £34,542.

The amount of the total assurances in force at the end of the year was £12,559,221.

The amount received from interest, dividends and rents was £156,328.

The profit on reversions fallen in during the year amounted to £90,315.

Excluding reversions, capital stock of the Law Reversionary Interest Society, Limited, outstanding premiums and interest, and cash at bank, the funds were invested at the end of the year to produce £4 6s. 6d. per cent.

The claims by death under 108 policies amounted to £249,739. The mortality had been exceptionally favourable. The claims by maturity under 141 policies amounted to £192,105, and £310 became payable as claims on the general fund under three policies.

The total funds amounted at the end of the year to £5,022,635.

The expenses of management, including commission, amounted to only £10 15s. 8d. per cent. of the premium income.

British Law Fire Insurance Co., Limited.

The annual general meeting of the company was held on the 7th inst., at the Cannon-street Hotel, Mr. M. F. Monier-Williams (chairman of the company) presiding.

The secretary (Mr. T. Williams) read the notice convening the meeting.

The Chairman moved the adoption of the report, and said: Before proceeding with the business of the meeting, you will, I am sure, desire to join with me in expressing our sorrow for the illness of the Lord Chief Justice of England, who has been one of the trustees for the company since its formation, and to wish him a speedy restoration to health. The past year's working shows that our uniform progress is being steadily maintained, and the accounts warrant us in asking you to sanction the payment of a dividend and bonus of the same amount as we have paid for the last two years—viz., 17½ per cent. for the year, with a bonus of 2½ per cent., both less income tax. The gross premium income from all sources now reaches the sum of £145,506 11s. 7d., and the net premium income £122,190 3s. 11d. The rates of premium for workmen's compensation insurance, except domestic servants, have, through the joint action of

the offices under the direction of the Accident Offices Association, been brought into lines more commensurate with the risks involved. In the past this class of business has been found to be greatly underrated, and the business has been worked at a loss by the majority of companies. However, it is now hoped that there is a rather brighter prospect in store for companies transacting this business. The National Insurance Act (1912), which is now in operation, has created the impression amongst some of the insuring public that it will relieve them of their liability under the Workmen's Compensation Act. I am specially drawing attention to this point, as we have received several letters from insurers proposing to allow their workmen's compensation policies to lapse because they thought they had been relieved of their liability by the new Act. Turning to the fire losses for the year in the accounts, you will observe that the losses paid and outstanding, together with the Metropolitan Fire Brigade and Salvage Corps charges, amount to £39,269 15s. 6d. The ratio of this to the fire premium income is only 37.8 per cent. At our last general meeting a suggestion was made that the title of the company should be altered to make it more indicative that we transacted other classes of insurance business besides fire, and, whilst there are admittedly many points in favour of the suggested alteration, it is considered on the whole that a change is not desirable. Moreover, other excellent companies, who originally started as fire companies, have entered the field for other classes of insurance business, but prefer to retain the name by which they have always been known to the public. That we are more than maintaining our position is proved by the figures submitted to you, for they show that we are making progress in all our departments. I cannot sit down without testifying to the valuable assistance the company has obtained from our local boards, as well as to the zeal and energy shown by our general manager, our secretary, and our district secretaries, and the staff, both of the head office and branches, during the past year, for which we, as the London board, feel much indebted.

Mr. Robert W. Dibdin seconded the motion, which was carried unanimously, and the dividend and bonus, as recommended, were also agreed to.

Obituary.

Mr. R. J. Villiers.

Mr. Richard John Villiers, Master of the Supreme Court in the Chancery Division, died on Tuesday at his residence, Lapford House, New Barnet. The eldest son of the late Mr. J. F. Villiers, barrister-at-law, Gray's Inn, he was born in 1850, and was appointed a Master in 1894. He married in 1876 Alice Louisa, daughter of Mr. R. A. Stiles.

Legal News.

Changes in Partnerships, &c.

On the 20th inst. Messrs. Morse Hewitt, Farman, & Walter (Mr. H. Morse Hewitt and Mr. W. Morten Walter, LL.B.), of 37, Walbrook, E.C., will remove their offices to 31, Budge-row, Cannon-street, E.C., and after that date the style of their firm will be MORSE HEWITT & WALTER, thus discontinuing the name of a deceased partner of the firm.

General.

Judge Bryn Roberts is indisposed, and is taking a rest at his house near Bangor.

The Postmaster-General (Mr. Samuel) and the Attorney-General (Sir Rufus Isaacs) have begun an action against the *Matin* in consequence of certain statements made by that paper in connection with the Marconi contract. The *Matin* has publishing offices in London, and it is understood that the action will be heard here shortly.

It is understood, says the *Times*, that the Local Government Board have given authority for the preparation of two further town-planning schemes under the Housing, Town Planning, &c., Act, 1909. The schemes are authorised to be prepared by the Corporation of Scarborough and the Rural District Council of Wirral. In the case of Wirral the scheme is to apply to an area situated in the parishes of Heswall-with-Oldfield, Barnston, Gayton, and Pensby, and comprising about 3,430 acres. In the case of Scarborough the scheme is to extend to an area of 40 acres in the borough.

The *London Gazette* of the 7th inst. states that the King has been pleased, by Letters Patent under the Great Seal, and dated the 4th day of March, 1913, to appoint the Hon. Sir Robert John Parker, Knight, one of the Justices of the High Court of Justice, to be a Lord of Appeal in Ordinary under the provisions of the Appellate Jurisdiction Act, 1876, and to grant him the dignity of a baron for life by the style and title of Baron Parker of Waddington, in the county of York.

On Monday Judge Woodfall returned, after a long illness, to the Westminster County Court.

On the 7th inst. the Royal Assent was given to the Railway and Canal Traffic Act, the Trade Union Act, the Appropriation Act, the Shops Act, and nine other Acts.

Mr. J. W. Hills, M.P., who has been ill with pneumonia since the rising of the House of Commons last month, is now better, and it is hoped that he will be able to get away from London towards the end of the week. He will not, however, be able to return to his Parliamentary duties until after Easter, and is obliged to cancel all engagements up to the end of March.

The Lancaster County justices on Saturday last adopted a resolution protesting against the proposal to remove the assizes from Lancaster, and decided to invite the co-operation of all benches of magistrates in the northern part of the county in resisting the proposal. The Lancaster borough justices, the Lancaster Town Council, the Chamber of Commerce, and public bodies in Barrow and Ulverston have also adopted resolutions of protest.

The Army Council has approved the formation of a Reserve for the Inns of Court Officers Training Corps, and has sanctioned its proposed regulations. The qualification for membership in the case of captains and subalterns will be four years' service as such in the Inns of Court Corps, and in the case of lower ranks possession of Certificate A. For all candidates for membership the Commanding Officer's recommendation is necessary.

At Birmingham Assizes, on the 8th inst., in Mr. Justice Scrutton's Court, a case was called, but there was some delay owing to the engagement of counsel in another court. Mr. Justice Scrutton, addressing Mr. Acland, K.C., who is a member of the Royal Commission to inquire into the delays and general working of the circuit system, said: Perhaps you will take notice of one of the causes of the delays experienced on circuit. Mr. Vachell, K.C., then appeared, and, apologising for his absence, explained that he had been engaged in another case. The Judge: Your junior ought to have been here. It is not treating the court with respect. Sir Edward Carson takes only one brief at a time. It is not a bad rule. Mr. Vachell: I wish I had some of Sir Edward's briefs. The Judge: Perhaps that is why he gets the briefs; he attends to them.

The following resolution has been passed at a meeting of the Building and Allied Trades Committee held at the Land Union Offices:—"That the recent decision in the Lumaden case given by Mr. Justice Horridge, which affirms the right of the Commissioners of Inland Revenue to levy increment value duty in respect of builders' profits in cases where it is admitted that no increase in the actual value of the site has accrued, is directly contrary to the oft-repeated promises of the Chancellor of the Exchequer, and will render it very difficult to continue building development under such conditions, and that the committee condemn the principle which singles out one particular industry for special taxation." The committee decided to confer as to the desirability of calling a mass meeting of builders and those interested to consider the effect of the Lumaden case.

The following is a list of the Public Acts passed by the Government last Session:—Consolidated Fund (No. 1) Act, Coal Mines (Minimum Wage) Act, Shops Act, 1912 and 1913, Metropolitan Police Act, Army (Annual) Act, Government of India Act, Finance Act, Isle of Man (Customs) Act, Seal Fisheries (North Pacific) Act, Public Works Loans Act, Elementary School Teachers (Superannuation) Act, London Institution (Transfer) Act, Protection of Animals (Scotland) Act, Marriages in Japan (Validity) Act, Royal Scottish Museum (Extension) Act, Protection of Animals Act (1911) Amendment Act, Expiring Laws Continuance Act, Light Railways Act, Criminal Law Amendment Act, Agricultural Holdings Act, Aerial Navigation, Appropriation Act, 1912, and Appropriation (1912-13) Act, 1913, Clerks of Session (Scotland) Regulation Act, Pensions (Governors of Dominions, &c.) Amendment Act, Tuberculosis Prevention (Ireland) Act, Sheriff Courts (Scotland) Act, Pilotage Act, Railway and Canal Traffic Act, and Trade Union Act.

Judgment has been issued, says the *Times*, by the Valuation Appeal Court in Edinburgh, in the stated case in an appeal between Mrs. Catherine Walker, Kinnaird, Lochwinnoch, and the Commissioners of Inland Revenue. The appeal arose out of an assessment for increment value under the Finance Act, 1910, on property 24 to 28, Newstreet, Dalry, Ayrshire. This property belonged to Mrs. Walker's late husband, and was valued after his death in 1911 for estate duty purposes at £400, and that value was accepted by the Inland Revenue on the understanding that it should form the basis of the different values under the Finance Act. Accordingly, the provisional valuation as at the 30th of April, 1909, gave the original total value at £400, and the original assessable site value at £20. This provisional valuation was served on Mrs. Walker in August, 1911. The property was sold to her brother-in-law and his wife in June, 1911, for £650. Increment value duty on £250 was demanded by the Crown. Mrs. Walker appealed against the assessment, and the Referee, Thomas Binnie, Glasgow, fixed the increment value at £70. The Court (Lord Cullen dissenting) have adhered to the judgment of the Referee, with expenses to Mrs. Walker, the majority, Lords Johnston and Salvesen, holding that £180 of the purchase price represented the personal sentiment of the purchaser in acquiring the property of his late brother.

The death was announced on Wednesday of Mr. Walter Jones Attwater, the Deputy-Coroner for West Ham and chief clerk at Stratford Police Court. Mr. Attwater, who was in his forty-third year, had for some time past suffered from heart trouble. Warm tributes were paid to him at Stratford Police Court yesterday by members of the bench and others.

At Marlborough-street, before Mr. Denman, on Wednesday, says the *Times*, Charles Sanders, 42, draper's assistant, of Bulwer-road, Leytonstone, was charged on remand as a suspected person found in the residence of Sir Charles Jessel, 31, Hill-street, Berkeley-square, supposedly for the purpose of committing a felony. The case was reported in the *Times* of 6th March. Detective Sergeant Broadhurst now said that the defendant seemed to have a mania for attending social functions, as was shown by a letter which he wrote on 28th January to the Hon. Mrs. Massey-Beresford, which ran:—"I should be pleased to attend your dance and am holding the day open. Kindly not overlook my name in sending out invitations." The letter was dated from the defendant's correct address, and it was stated that he had £4,000 in Consols, besides property that was left him by his mother. His father, with whom he lived, was a pensioned Civil servant, and they were in comfortable circumstances. Mr. Denman said that in the circumstances the defendant must find a surety in the sum of £20 and enter into his own recognizances in the sum of £40 to be of good behaviour for twelve months.

Messrs. Trollope are submitting "The Solberge Estate," near North-allerton, Yorkshire, extending to some 1,200 acres, and including a comfortable family mansion in a beautifully timbered park. An interesting feature of this property is the fact that it is mentioned in Domesday Book, and adjoining the grounds are excavations shewing the ruins of a Roman temple, whilst close by the kitchen garden is a "blowing well."

Mr. Allan Ernest Messer, of the firm of Messrs. Lawrance Webster Messer and Nicholls, has been elected a director of the Equity and Law Life Assurance Society.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Adv't.

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE OF

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JONES.	Mr. Justice SWINFEN EADY.
Monday Mar. 17	Mr Farmer	Mr Leach	Mr Groswell	Mr Goldschmidt
Tuesday 18	Synge	Goldschmidt	Church	Bloxam
Wednesday 19	Church	Borror	Leach	Farmer
Thursday 20	Groswell	Synge	Borror	Church
Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EYS.
Monday Mar. 17	Mr Church	Mr Bloxam	Mr Synges	Mr Borror
Tuesday 18	Farmer	Jolly	Borror	Leach
Wednesday 19	Goldschmidt	Synge	Jolly	Groswell
Thursday 20	Leach	Farmer	Bloxam	Jolly

The Easter Vacation will commence on Friday, the 21st day of March, 1913, and terminate on Tuesday, the 25th day of March, 1913, inclusive.

The Property Mart.

Forthcoming Auction Sales.

March 17.—Mr. Wm. Housston, at the Mart, at 2: Freehold and Leasehold Properties (see advertisement, page 11, this week).

March 20.—Messrs. H. C. Foster & Cranfield, at the Mart, at 2: Interests in Possession, Reversions, Policies, &c. (see advertisement, back page, this week).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, MAR. 7.

ALDRIDGE, LTD.—Petn for winding-up, presented Mar 1, directed to be heard Mar 18. Willis & Willis, 59, Chancery Ln, solors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Mar 17.

ASCHER, LTD.—Creditors are required, on or before April 5, to send in their names and addresses, and the particulars of their debts or claims, to William Sparks, 24, Grainger at West, Newcastle upon Tyne. Dickinson & Co, Newcastle upon Tyne, solors for the liquidator.

BIBI-EYAT PETROLEUM CO, LTD.—Creditors are required, on or before Mar 27, to send their names and addresses, and the particulars of their debts or claims, to Robert Macdonald Allan, 24, Bishopsgate. Bischoff & Co, 4, Great Winchester at, solors for the liquidator.

BREQUET AEROPLANES, LTD.—Petn for winding-up, presented Feb 13, directed to be heard Mar 13. Clifford & Co, 57, Finsbury pmt. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Mar 17.

CORDELLIO MINING SYNDICATE, LTD.—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to A Douglas Farmer, Finsbury ct, Finsbury pmt. Samuel & Co, 5 and 6 Great Winchester at, solors for the liquidator.

GREAT CENTRAL CYCLE AND MOTOR HOUSE, LTD.—Creditors are required, on or before Mar 28, to send their names and addresses, and the particulars of their debts or claims, to Louis Nicholas, 19, Castle st, Liverpool, liquidator.

HUDSON BAY MOUNTAIN (BRITISH COLUMBIA) MINING CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Mar 18, to send their names and addresses, and the particulars of their debts or claims, to Harry Cooper Rogers, 13, St. Helen's pl, liquidator.

JAPAN PRESS, LTD.—Petn for winding-up, presented Mar 5, directed to be heard Mar 18. W. Norris & Co, 17, Gracechurch st, solors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Mar 17.

MOORES HOTEL, LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Edward E. Johnson, 4, Queen Victoria st, liquidator.

NATIONAL PROTECTOR INSURANCE CO, LTD.—Petn for winding-up, presented Mar 5, directed to be heard at St. George's Hall, Liverpool, Mar 17. Carruthers & Collinson, 20, Castle st, Liverpool, solors for the petn. Notice of appearing must reach the above named not later than two o'clock in the afternoon of Mar 15.

NEW HYDROLEINE CO, LTD.—Creditors are required, on or before April 19, to send in their names and addresses, and the particulars of their debts or claims, to William Henry Platts, 10, Park row, Leeds, liquidator.

PONT ARGENTINE GREAT CENTRAL RAILWAYS CO, LTD.—Petn for winding-up, presented Mar 7, directed to be heard Mar 18. Lendam & Co, 28, Austin friars, solors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Mar 17.

W. WILLIAMS & CO, LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Venables, 75, Coleman st. Ward & Co, Gracechurch st, solors for the liquidator.

WILLIAM DOWELL (YORK), LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before April 18, to send their names and addresses to Richard Stanley Dowell, Globe Works, Chatsworth rd, Clapton Park, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, MAR. 11.

BOWBURN AND DISTRICT WORKING MEN'S SOCIAL CLUB AND INSTITUTE, LTD.—Creditor, are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to William Whitehead Shedden, 41, Bank at Gateshead. G. A. Carpenter, Durham, solors for the liquidator.

IVORITE NICKEL ELECTRO FOUNDRY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Henry Hodgkinson Bobart, 22, Basinghall st, liquidator.

J. A. CORRELLY & CO, LTD.—Petn for winding-up, presented Mar 1, directed to be heard at the County Court Office, Cheltenham, Mar 20 at 12. Heath & Eckersall, 3, Regent st, Cheltenham, solors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Mar 19.

NATIONAL PROTECTOR INSURANCE CO, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Fredk. T. E. Deyes, 51, North John at, Liverpool. Carruthers & Collinson, Liverpool, solors for the liquidator.

SHEPLEY MILLS LINOLEUM CO, LTD.—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Albert Edward Chadwick and George Edward Haworth, Shepely Mills Linoleum Co, Ltd., Audenshaw, nr Manchester. J & P Hibbert, Hyde solors to the liquidators.

WEST AFRICAN SENTERRE MINES, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to Thos Aspling, Threadneedle House, 34, Bishopsgate, liquidator.

WOBURN SANDS AND DISTRICT CO-OPERATIVE SOCIETY, LTD.—Creditors are required, on or before Mar 27, to send their names and addresses, and the particulars of their debts or claims, to William Kay, 41, Guildhall rd, Northampton, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, MAR. 7.

GEORGE BAE & SONS, LTD.
ANDERSONS (LIVERPOOL), LTD.
MYNTD MAWE INDUSTRIAL CO-OPERATIVE SOCIETY, LTD.
LEIGH CONGRESSIONS SYNDICATE, LTD.
GLOBE MATTRESS CO, LTD.
MOORE'S HOTEL, LTD.
THOMAS & KEVIN, LTD.
SYDENHAM CLUB, LTD.
ADESA & CO, LTD.
NATIONAL PROTECTOR INSURANCE CO, LTD.
LEA, LTD.
GREAT COBAR NORTH, LTD. (Reconstruction).
SANDALLA TOBACCO CO, LTD.
PEMBRIDGE CLUB, LTD.
NATIONAL PEAT INDUSTRIES, LTD.
H. J. SHEARN, LTD.
C. AND G. SYNDICATE, LTD.
ABERCORN EXTENSION SYNDICATE, LTD.
SABELLA CARS, LTD.
HUDSON BAY MOUNTAIN (BRITISH COLUMBIA) MINING CO, LTD. (Reconstruction).
SAMSON GOLF SYNDICATE, LTD.
LEVETT DRAPER, LTD.

London Gazette.—TUESDAY, MAR. 11.

HANSA CAR AND GENERAL MOTOR CO, LTD.
SPURRIER & CO, LTD.
CHAS. W. CARR, LTD.
MORRIS & BIRCH, LTD.
KUBBER AND PRODUCE INVESTMENT TRUST, LTD.
L. O. M. SYNDICATE, LTD.
G. W. BARTER AND CO, LTD.
SOUTH KALGURLI GOLD MINES, LTD.
GARRETT HINGE RIM AND WHEEL, LTD.
HAINAULT GARDEN ESTATES, LTD.
HEWITT CASE AND PACKAGE CO, LTD.
MAIKOP TOUAPSE OIL CO, L.D. (Amalgamation).
COMBINATION HUES, LTD.
GIMREY PAINT, OIL AND VARNISH MANUFACTURING CO, LTD.
KILLINGHALL SYNDICATE, LTD.
STEAMSHIP BENSCHAW CO, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MARCH 7.

SEAL, JOHN FINNER, Ynyegau, Merthyr Tydfil, Auctioneer April 30 Raymond v Seal, Jcyos, J. James, Merthyr Tydfil

London Gazette.—TUESDAY, MARCH 11.

BOULT, PERCY SLATER, St John's Wood rd April 10 Ramsford v Boul, Sargent, J. Hawes, Gt Winchester at
JONES, HENRY NORTHMOSE, Pantwyn Longhor, Glam April 10 Jones v Ross and Another, Swinfen Eady and Neville, J.J. Kite, Queen Victoria at

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MAR. 7.

ANDREWES, LOUISA, Bonchurch Rectory, Isle of Wight April 10 Beachcroft & Co. Theobald's road, Bedford row
ARMUTHNOT, GEORGE, Hillingdon, Middx April 12 Mills, Lincoln's Inn fields
ASHWORTH, THOMAS, Wads+orch, nr Hebdon Cliffe, Yorks, Yeoman April 10 Sutcliffe, Hebdon Bridge
BIRD, ROBERT MACDONALD, Ashley gdns, Westminster April 6 Bartlett & Gregory, New sq, Lincoln's Inn
BLAIR, GORDON CAMPBELL, Quetta, India April 18 Blair & Seddon, Manchester
BOURNE, JAMES HENRY, Walral, Brown Sadder April 23 Evans, Walsall
BRAUN, MARTIN JEFFREY, Woodseats, Derby Mar 19 Jackson & Jackson, Sheffield
ROSS, JOHN, Victoria dwellings, Batterssea April 13 Clegg, Rochdale
CORRETT, HENRY, Addlestone, Surrey April 14 Wickes & Knight, Finsbury House, Blomfield st
DACHES, Dame EMMA, Hove April 10 Arnould & Son, New ct, Lincoln's Inn
DIVALL, WILLIAM GEORGE, Crowborough, Sussex, Golf Professionals Mar 15 Humphry, Crowborough
DOHERTY, Major DANIEL HENRY, Weston, Bath April 15 MacDonald & Longrigg, Bath
DUDLEY, MAYNARD GARDNER, Purcell mans, Queen's Club gdns, West Kensington April 9 Warrington & Co, Victoria at
ELSE, MARGARET, Crich, Derby Mar 30 Stone & Symonds, Wirksworth
FERRIK, ANNIE, New Bright-on, Chester April 19 Farrar & Co, Manchester
FURNIVALL, ANNE, Hastings April 21 Chaudier & Herington, Hastings
GOSSET, MARY, Boarnemouth April 21 Hickey, Boarnemouth
GRAVES, EMILY, Ludham, Norfolk April 30 Fulvoys & Baker, John st, Bedford row
GRAY, FREDERICK WAYELL, Stotford, Lancs, Buyer April 7 Simpson & Co, Manchester
HEARN, MARGARET, Goodmayes, Essex April 5 Millar & Sons, St Thomas's st, London Bridge
HEWLETT, AMELIA, Hastings April 12 Langham & Co, Hastings

BOUGHTON, EDITH ANNE, Bognor April 14 Mackrell & Ward, Walbrook
 JAMES, JOHN, Culverden rd, Balham May 3 James, Lincoln's inn fields
 JONES, OWEN, Blaenau Ffestiniog, Merioneth Mar 31 Roberts, Portmadoc
 LANGDON, SARAH ELIZABETH, Chorlton on Medlock, Manchester May 10 Bottomley &
 Son, Ashton under Lyne
 LEACH, AGNES MARY, 26 Leonard's on Sea April 12 Langham & Co, Hastings
 LUDY, HERBERT WILFRED, Heysham, Morecambe, Worsted Spinner April 5 Clough &
 Crabtree, Cleckheaton
 MERRITT, CHARLES, St Blazey, Cornwall Mar 31 Pethybridge, Bodmin
 MERRITT, WILLIAM, St Blazey, Cornwall Mar 31 Pethybridge, Bodmin
 MOORE, ROBERT GEORGE, Consett, Durham April 15 Welford & Jackson Consett
 MORLEY, JOHN, Waterloo, Lancs April 5 Sefton, Liverpool
 MORRISON, MARIA CHARLOTTE, Wavertree, Liverpool April 18 Style & Lindsay, Liver-
 pool
 NAISH, EDWIN, Filton, Glos April 15 Hobbs, Bristol
 NOBLE, EMMA CECILIA, Hove, Sussex April 15 Sladen & Wing, Queen Anne's gate, West-
 minster
 OLDROYD, WILLIAM HENRY, Manchester, Cloth Agent April 9 Fieldhouse, Manchester
 RADCLIFFE, ELLEN, Minister, Kent Mar 31 Reid & Co, Bedford row
 RIPPIN, HENRY WILLIAM, Southend on Sea April 8 Vos & Son, Bethnal Green rd
 SAVAGE, MARY, Philbeach gds, Kensington April 7 Dixon & Son, Savoy mans. Strand
 TAYLOR, ELIZABETH, East Dulwich gr April 5 Howse & Eve, Salter's Hall ct,
 Cannon st
 TURNER, JOSEPH, Hayfield, Derby, J.P. April 12 Boddington & Co, Manchester
 USHER, REV WILLIAM NEWELL, Lincoln Mar 31 Toynbee & Co, Lincoln
 WHEATWIN, HARRIS, Edgbaston, Birmingham April 4 Jaques & Sons, Birmingham
 WOOLL, REBECCA, Peterborough April 1 Wise, March

London Gazette.—TUESDAY, Mar. 11.

ADKINS, SARAH, Brighton April 12 Pollard & Pollard, Brighton
 BARKER, JOHN EDWARD, KC, Bakewell, Derby May 1 H & A Maxfield, Sheffield
 BARRITT, GILBERT LACY, Spalding, Lincs, Physician April 12 Maples & Son, Spalding
 BRYNAN, JOHN, Swansea, Ironmonger May 7 Puntan, Swansea
 BUCKLEY, GERALDINE MARY, St George's sq April 21 Bircham & Co, Parliament st
 BURROW, HARRIET HELEN, Worcester April 13 Knott & Sheld, Worcester
 CHAPMAN, LEWIS, King st, Hammersmith April 9 Bull & Bull, King st, Ham-
 mersmith
 CLARKE, REBECCA, Jenner rd, Stoke Newington April 22 Stevenson & Coudwell
 Finchurch st
 COATES, SARAH, Hipperholme, nr Halifax April 30 Pickles, Halifax
 COCKS, ISOBEL, Cromwell rd, South Kensington April 18 Anderson & Sons, Iron-
 monger in
 CROMPTON, WILLIAM, Manchester April 21 Sale & Co, Manchester
 DUNLOP, WILFRED DUNCAN, Maningham, Bradford April 12 Mumford & Co, Bradford
 DUNWALL, CHARLES ARTHUR, Buckingham st, Strand Mar 25 Pheasant, Duke st,
 Adelphi
 DURNING, WILLIAM, Knapton, Norfolk, Farmer April 7 Empson, North Walsham,
 Norfolk

BUSDEN, MARY JANE, Cambridge st, Pimlico April 8 Benham & Co, Suffolk House
 FENN, EDGAR WILLIAM, Ilford, Carman April 12 Kilby & Co, College hill, Cannon st
 FLETCHER, ELIZABETH, Radcliffe May 12 Horrocks, Radcliffe
 FLINN, MARY ANN, Winchester April 31 Bailey & White, Winchester
 FRANCIS, FREDERICK, Leamington April 5 Wright & Co, Leamington
 GILES, AMELIA, Broadhurst gds, South Hampstead May 30 Hamlin & Co, Fleet st
 GODWARD, MARY, Berhill April 14 Yelding & Co, Vincent sq
 GREW, JAMES WILLIAM, Blackpool, Boarding House Proprietor April 15 Ascroft,
 Blackpool
 GRIMES, BENJAMIN, Leicester April 8 Stevenson & Son, Leicester
 HACKING, WILLIAM HENRY, Bury, Lancs, Iron Founder April 18 Hall & Co,
 Manchester
 HILL, HARRIET JANE, Chelsea April 10 Brierley, Preston
 HINDLE, THOMAS, Thornton, Bradford April 7 Howe & Gregory, Bradford
 HINDLEY, WILLIAM HORACE, Palmer's Green, Bank Manager Mar 31 Banes, Broad-
 way, Stratford
 HUNT, MARY, Wilford, Herts April 15 Richardson & Co, Much Hadham
 KENNETT, HENRY, Highbury grove, Islington, Grocer April 22 Layton, Budge row
 LEWIS, GEORGE, Alkington, Glos, Machinist Mar 26 Salisbury & Co, Bristol
 MARSHALL, THOMAS GEORGE, Portsmouth Mar 25 Robinson, Portsmouth
 MARSCALL, COL FRANCIS, RE, Granada rd, Southsea April 10 Ellerton & Wilbraham,
 High Holborn
 MASON, ELIZABETH ANNIE, Catford April 11 Marchant & Co, Deptford
 MISTRE, ELINOR MARY, Bournemouth April 15 Crawley & Co, Arlington st, 84
 James's
 MILLIGAN, WILLIAM, Oldham, Coal Merchant April 17 Taylor & Buckley, Oldham
 PERKINS, ALFRED JAMES, Whitchurch Mar 25 Lee & Sharman, Whitechurch
 PHILLIPS, RICHARD CALVERT, Sutton Coldfield Mar 24 Arnold & Son, Birmingham
 PLATO, EMMA, Mendiphous, Bethnal Green April 30 Hudson & Co, Queen Victoria st
 RICH, SIR CHARLES HENRY STUART, Bart, Devizes April 7 Wilkinson & Co, Nichols in
 RICHARDSON, JAMES ALEXANDER, Jackson's ln, Highgate, Timber Merchant April 8
 Anning & Co, Chesham
 ROWLEY, FRANCES, Snowfields, Bermondsey, Licensed Victualler April 18 Taylor
 Lincoln's inn fields
 SAMPSON, ELIZABETH ANN, Burslem, Staffs April 30 Heston & Son, Burslem
 SCHOFFIELD, MATTHEW, Hunslet, Yorks April 16 Wilkinson, Leeds
 SCOONES, ANNE, Fellows rd, South Hampstead April 21 Hale & Evans, Theobald's rd
 SHAW, GEORGE STANWIX, Durham April 30 Williamson, Newcastle upon Tyne
 SHAW, HERBERT LANCASTER, Ross, Hereford April 30 Thorpe, Ross
 SHAW, EMILY, Lee, Kent April 25 Stileman & Neate, Southampton st, Blooms-
 bury sq
 SLINN, GEORGE, Crookes, Sheffield April 7 Bradshaw & Son, Sheffield
 STURTON, JAMES, Nottingham April 30 Williams & Co, Nottingham
 TAYLER, ELIZABETH, Halton rd, Canonbury April 16 Martin & Nicholson, Queen st
 TAYLER, JOSEPH, Halton rd, Canonbury, Mercantile Clerk April 16 Martin & Nichol-
 son, Queen st
 TOMLINSON, REV WILLIAM BANNISTER, Harrogate Mar 29 Tildley & Paver-Crow, Har-
 rogate

Bankruptcy Notices.

London Gazette.—FRIDAY MAR. 7.

RECEIVING ORDERS.

ALLEN, ARTHUR, Leicester sq, Theatre Manager High
 Court Pet Feb 15 Ord Mar 4
 ALCOCK, EDWARD, Hampden Park, Sussex Haastings Pet
 Mar 3 Ord Mar 3
 BEAULIERE, AUBREY DE VERR, Lancaster gate, Hyde
 Park High Court Pet Dec 24 Ord Feb 24
 BIDGOOD, HERBERT CHARLES, Macsteg, Glam, Collier
 Cardiff Pet Mar 4 Ord Mar 4
 BOYIS, REGINALD V, Hiltchin, Herts, Solicitor Luton
 Pet Jan 2 Ord Mar 4
 BURRY, ALEXANDER CHARLES, New Milton, Southampton,
 Decorator Southampton Pet Mar 5 Ord Mar 5
 BYCROFT, ERNEST EDWARD, Nottingham, Baker Notting-
 ham Pet Mar 5 Ord Mar 5
 CORDER, JOHN GEORGE, Old Kent rd, Coal Merchant
 High Court Pet Feb 11 Ord Mar 4
 COX, GEOFFREY GEORGE DAVID DARRIEL, Headingley,
 Leeds, Commission Agent Leeds Pet Mar 3 Ord
 Mar 3
 CUBITT, ERNEST FRANK, Ipswich, Journeyman Printer
 Ipswich Pet Mar 5 Ord Mar 5
 DAVENPORT, WILLIAM, Shrewsbury, Salop, Licensed
 Victualler Shrewsbury Pet Jan 29 Ord Mar 4
 DAVIES, DAVID ROBERT, Morriston, Swansea, Postman
 Swansea Pet Mar 3 Ord Mar 3

DAVIES, LEWIS, Pontardulais, Glam, Ironmonger Swansea
 Pet Mar 4 Ord Mar 4
 DAVIS, GRAHAM THOMAS, Kingswood, Bristol, Butcher
 Bristol Pet Mar 3 Ord Mar 3
 DENNIS, GEORGE, Manchester, Accountant Manchester
 Pet Feb 1 Ord Mar 4
 EDWARDS, EYRE WILLIAM, Cromer, Laundryman Nor-
 wich Pet Mar 4 Ord Mar 4
 FISHER, BENSON, Brighton, Tea Dealer Brighton Pet
 Mar 4 Ord Mar 4
 FLETCHER, WALTER, Leeds, Boot Dealer Leeds Pet Mar
 3 Ord Mar 3
 FOX, PERCY, Barnsley, Labourer Barnsley Pet Mar 5
 Ord Mar 5
 GRIBBIN, WILLIAM, Newcastle upon Tyne, General Carrier
 Newcastle upon Tyne Pet Mar 5 Ord Mar 5
 GROSSSELL, WILLIAM HENRY, Twyford, Berks, Bootmaker
 Reading Pet Mar 3 Ord Mar 3
 HACKETT, HORACE, Birmingham, Auctioneer Birmingham
 Pet Feb 11 Ord Mar 4
 HARTLEY, JOHN, Earsby, Yorks, Builder Bradford Pet
 Feb 22 Ord Mar 5
 HOLMES, JOHN WILLIAM, Aston Cantlow, Warwickshire,
 Farmer Warwick Pet Mar 5 Ord Mar 5
 HULLY, FRANCIS, Orton, Westmorland, Butcher Kendal
 Pet Mar 4 Ord Mar 4
 JENKINS, THOMAS HENRY D'ALROY, Nottingham, Whole-
 sale Florist Nottingham Pet Mar 3 Ord Mar 3
 JOHNSON, HERBERT THOMAS, Newcastle under Lyme,
 Wholesale Fruiterer Hanley Pet Mar 4 Ord
 Mar 4

JOHNSON, EVA MARY, Sheffield, Fruit Salesman Sheffield
 Pet Feb 8 Ord Mar 3
 JONES, ALFRED FRANCIS, Brynmawr, Brecknock, Fish
 Merchant Tredegar Pet Mar 3 Ord Mar 3
 JONES, EDWARD, Patcham, Sussex, Nurseryman Brighton
 Pet Mar 5 Ord Mar 6
 KEYS, WILLIAM ALBERT ERNEST, Seven Sisters rd
 Grocer High Court Pet Mar 4 Ord Mar 4
 MATTHEWS, JOHN HERBERT, Crews, Butcher Nantwich
 Pet Feb 15 Ord Mar 4
 MCKAY, WILLIAM, Balcombe, Sussex, Farmer Brighton
 Pet Mar 4 Ord Mar 4
 NEWTON, CECIL ARTHUR, Misterton, Notts, Grocer
 Lincoln Pet Mar 5 Ord Mar 5
 PAIR, GEORGE WILLIAM CHARLES, Nottingham, Tailor
 Nottingham Pet Mar 4 Ord Mar 4
 PHILLIPS, ERNEST ARTHUR, Southend on Sea, Shop
 Assistant, Chelmsford Pet Mar 5 Ord Mar 5
 PIKE, HAROLD GURNEY WALKER, Eltham rd, Lee, Auto-
 mobile Engineer Greenwich Pet Feb 12 Ord Mar 4
 PRICE, WILLIAM JAMES, Merthyr Tydfil, Colliery Haulier
 Merthyr Tydfil Pet Mar 5 Ord Mar 5
 PURSER, ALFRED, Slough, Bucks, Farm Manager Windsor
 Pet Mar 3 Ord Mar 3
 RICHARDSON, LEOPOLD WALTER, Couladon, Surrey, Builder
 Croydon Pet Feb 18 Ord Mar 4
 SHEARWOOD, MILLICENT VIRGINIA, Hove, Brighton Pet
 Feb 14 Ord Mar 3
 SPENCE, JOHN EDWARD FOTHERGILL, Leeds, Butcher
 Leeds Pet Mar 4 Ord Mar 4
 SPRINGATE, EDWIN CHARLES, Chatham, Carpenter Roch-
 ester Pet Mar 5 Ord Mar 5

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STANDISH, EDWARD WILLIAM, Wiley, Draper Searborough
Pet Feb 24 Ord Mar 4
TOMKINS, WILLIAM, Sudbury, Suffolk, Grocer Colchester
Pet Mar 4 Ord Mar 4
TRIPP, GEORGE WALTER HENRY, Caerphilly, Glam, Colliery
Repairer Pontypridd Pet Mar 4 Ord Mar 4
WEINDLING, SANDER SAMUEL, Rectory rd, Stoke Newing-
ton, Foreman High Court Pet Mar 3 Ord Mar 3
WILLIAMS, MORGAN, Llwynypia, Glam, Colliery Repairer
Pontypridd Pet Mar 3 Ord Mar 3
WILLIAMS, SYDNEY CHARLES, Pen-y-graig, Glam, Collier
Pontypridd Pet Mar 3 Ord Mar 3
WRIGHT, AMOS SYDNEY, Bentley, Yorks, Builder Sheffield
Pet Mar 3 Ord Mar 3
WRIGHT, HARRY, WILLIAM WRIGHT, and ERNEST ALFRED
WRIGHT, Haunds, Northampton, Boot Manufacturers
Peterborough Pet Mar 3 Ord Mar 3
YEATES & Co, Brewer st, Regent st, Wine Merchants
High Court Pet Jan 16 Ord Mar 4

Amended Notice substituted for that published in the
London Gazette of Feb 21:

SIMPSON, MOSES, Hillborough, Sheffield, Grocer Sheffield
Pet Feb 1 Ord Feb 17

FIRST MEETINGS.

ALDIN, ARTHUR, Leicester sq, Theatre Manager Mar 15
at 12 Bankruptcy bldgs, Carey at
ALLCORN, EDWARD, Hampden Park, Sussex Mar 15 at
12 Off Rec, 12A, Marlborough pl, Brighton
BRAULIERE, AUBREY DE VEE, Lancaster gate, Hyde Park
Mar 17 at 1 Bankruptcy bldgs, Carey at
BURREY, ALEXANDER CHARLES, New Milton, South-
ampton, Painter Mar 15 at 11 Off Rec, Midland
Bank chmbrs, High st, Southampton
BUTLER, JOHN, Middlesbrough, Butcher Mar 15 at 12.30
Off Rec, Court chmbrs, Albert rd, Middlesbrough
COLMAN, WILFRED WILBERFORCE, Wellingborough,
Flumber Mar 18 Off Rec, The Parade, Northampton
CORDE, JOHN GEORGE, Old Kent rd, Coal Merchant
Mar 17 at 11 Bankruptcy bldgs, Carey at
COX, GREGORY GEORGE DAVID DARRELL, Headingley,
Leeds, Commission Agent Mar 17 at 11.30 Off Rec,
24, Bond st, Leeds
DARKIN, WILLIAM, Manchester, French Pollisher Mar 17
at 3 Off Rec, Byrom st, Manchester
DAVENPORT, WILLIAM, Shrewsbury, Shop Licensed Victual-
er Mar 20 at 11 Off Rec, 22, Swan hill, Shrewsbury
DAVIES, LEWIS, Pontardulais, Glam, Ironmonger Mar 15
at 11 Off Rec, Government bldgs, St Mary's st, Swan
sea
DOVE, ARTHUR REGINALD, Rhayader, Radnor, Grocer
Mar 20 at 11.30 Off Rec, 24, Swan hill, Shrewsbury
FISHER, BENSON, Brighton, Tea Dealer Mar 17 at 11
Off Rec, 12A, Marlborough pl, Brighton

FLETCHER, WALTER, Cleckheaton, Boot Dealer Mar 17
at 12 Off Rec, 24, Bond st, Leeds
FOSTER, HARRY, Northallerton, Yorks, Draper Mar 18
at 11.30 Off Rec, Court chmbrs, Albert rd, Middles-
brough
FOSTER, WILLIAM, Auckley, nr Doncaster, Farmer Mar
18 at 11.30 Off Rec, Figure in, Sheffield
HARTLEY, JOHN, Earby, Yorks, Builder Mar 17 at 12
Off Rec, 15, Duke st, Bradford
HEGARTY, THOMAS, Wigan, Innke per Mar 17 at 11.30
Off Rec, 19, Exchange st, Bolton
HEWITT, CHARLES, Canterbury, Carter Mar 15 at 12.15
Off Rec, 68A, Castle st, Canterbury
HUNDLEY, HARRY JAMES, Worcester, Coal Merchant Mar
17 at 11.30 Off Rec, 11, Copenhagen st, Worcester
INGAMELLS, FRED, Sibsey, Lincs, Farmer Mar 19 at 2 Off
Rec, 4 and 6, West st, Boston
JENKINSON, EDWARD CASE, and ALFRED ERNEST
JENKINSON, Tushbridge Wells, Tailors Mar 15 at 11
Off Rec, 12A, Marlborough pl, Brighton
JOHNSON, HERBERT THOMAS, Newcastle, Staffs, Wholesale
Fruiterer Mar 15 at 11.30 Off Rec, King st, New-
castle, Staffs
JONES, ALFRED FRANCIS, Brynmawr, Brecknock, Fish
Merchant Mar 15 at 11 Off Rec, 144, Commercial st,
Newport, Mon
KEYS, WILLIAM ALBERT ERNEST, Seven Slaters rd,
Grocer Mar 18 at 11 Bankruptcy bldgs, Carey at
KIRK, JAMES, Weedon, Northampton, Hotel Proprietor
Mar 18 at 11 Off Rec, The Parade, Northampton
LAWS, ROBERT HENRY, Fincham, Norfolk, Tailor Mar 15
at 1 Off Rec, 8, King's st, Norwich
MANN, WALTER, Leeds, Restaurant Proprietor Mar 17 at
11 Off Rec, 24, Bond st, Leeds
MATTHEWS, JOHN HENRY, Crewe, Butcher Mar 15 at 12
Off Rec, King st, Newcastle, Staffs
MCKAY, WILLIAM, Balcombe, Sussex, Farmer Mar 17 at
12 Off Rec, 12A, Marlborough pl, Brighton
PARK, THOMAS, Richmond, Yorks, Farmer Mar 18 at 12
Off Rec, Court chmbrs, Albert rd, Middlesbrough
PAULSON, WILLIAM HENRY, Nottingham, Fruiterer Mar
17 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
PRESTON, ARTHUR, Sheffield, Grocer Mar 18 at 12.30 Off
Rec, Figure in, Sheffield
SHEARWOOD, MILLICENT VIRGINIA, Hove, Sussex Mar 17
at 11.30 Off Rec, 12A, Marlborough pl, Brighton
SPENCE, JOHN EDWARD FOTHERGILL, Leeds, Butcher Mar
18 at 11 Off Rec, 24, Bond st, Leeds
STANLEY, JOHN, Nottingham, Paper Merchant Mar 17
at 11 Off Rec, 4, Castle pl, Park st, Nottingham
STEPHENSON, WILLIAM, THOMAS, Newark upon Trent,
Notte, Professional Golf Player Mar 17 at 11.30 Off
Rec, 4, Castle pl, Park st, Nottingham
TRIPP, GEORGE WALTER HENRY, Caerphilly, Glam,
Collier Repairer Mar 17 at 11.45 Off Rec, St Catho-
rine chmbrs, St Catherine st, Pontypridd

WEINDLING, SANDER SAMUEL, Rectory rd, Stoke Newing-
ton, Foreman Mar 19 at 12 Bankruptcy bldgs,
Carey at
WILLIAMS, MORGAN, Llwynypia, Glam, Colliery Repairer
Mar 17 at 1 Off Rec, St Catherine chmbrs, St
Catherine st, Pontypridd
WILLIAMS, SYDNEY CHARLES, Pen-y-graig, Glam, Collier
Mar 17 at 11.15 Off Rec, St Catherine chmbrs, St
Catherine st, Pontypridd
WORSFOLD, WILLIAM JOHN, Cheltenham, Baker Mar 15
at 3.15 County Court bldgs, Cheltenham
WRIGHT, AMOS SYDNEY, Bentley, York, Builder Mar 18
at 12 Off Rec, Figure in, Sheffield
YEATES AND Co, Brewer st, Regent st, Wine Merchant
Mar 19 at 11 Bankruptcy bldgs, Carey at

ADJUDICATIONS.

ASTON, ALFRED, Bristol, Meat Purveyor Bristol Pet
Feb 21 Ord Mar 3
BIGGOOD, HERBERT CHARLES, Maesteg, Glam, Collier
Cardiff Pet Mar 4 Ord Mar 4
BLITZ, RUDOLF, Finsbury sq, Professor High Court Pet
Nov 5 Ord Mar 4
BURREY, ALEXANDER CHARLES, New Milton, Southampton
Decorator Southampton Pet Mar 5 Ord Mar 5
BYCROFT, ERNEST EDWARD, Nottingham, Baker Notting-
ham Pet Mar 5 Ord Mar 5
COLLEY, JOHN EDWARD, Pennsett, Staffs, Postmaster
Stourbridge Pet Feb 11 Ord Mar 4
COX, GREGORY GEORGE DAVID DARRELL, Headingley
Leeds, Commission Agent Leeds Pet Mar 3 Ord
Mar 3
CUBITT, ERNEST FRANK, Ipswich, Journeyman Printer
Ipswich Pet Mar 5 Ord Mar 5
DAVIES, DAVID ROBERT, Morrison, Swansea, Postman,
Swansea Pet Mar 3 Ord Mar 3
DAVIES, LEWIS, Pontardulais, Glam, Ironmonger Swan-
sea Pet Mar 4 Ord Mar 4
DAVIES, GRAHAM THOMAS, Kingwood Bristol, Butcher
Bristol Pet Mar 3 Ord Mar 3
DOVE, ARTHUR REGINALD, Rhayader, Radnor, Grocer
Newtown Pet Feb 14 Ord Mar 4
EDWARDS, EYRE WILLIAM, Cromer, Laundryman Nor-
wich Pet Mar 4 Ord Mar 4
FLETCHER, WALTER, Cleckheaton, Yorks, Boot Dealer,
Leeds Pet Mar 3 Ord Mar 3
FOX, PERCY, Barnsley, Yorks, Labourer Barnsley Pet
Mar 5 Ord Mar 5
GRIBBIN, WILLIAM, Newcastle upon Tyne, General
Carrier Newcastle upon Tyne Pet Mar 5 Ord
Mar 5
GROUNSELL, WILLIAM HENRY, Twyford, Berks, Boot-
maker Reading Pet Mar 3 Ord Mar 3
HARTLEY, JOHN, Earby, Yorks, Builder Bradford Pet
Feb 23 Ord Mar 4

HAMILTON, MAURICE, Manchester, Merchant Salford Pet Feb 6 Ord Mar 5
 HOLMES, JOHN WILLIAM, Home Farm, Aston Cantlow, Warwick, Farmer Warwick Pet Mar 5 Ord Mar 5
 HULLEY, FRANCIS, Ord, Westmorland, Butcher Kendal Pet Mar 4 Ord Mar 4
 JENKINS, THOMAS HENRY D'ALROY, Smeinton Market, Nottingham, Wholesale Florist Nottingham Pet Mar 3 Ord Mar 3
 JOHNSON, EVA MARY, Sheffield Sheffield Pet Feb 8 Ord Mar 5
 JOHNSON, HERBERT THOMAS, Newcastle under Lyme, Wholesale Fruitster Hanley Pet Mar 4 Ord Mar 4
 JONES, ALFRED FRANCIS, Brynmawr, Brecknockshire, Fish Merchant Tregear Pet Mar 3 Ord Mar 3
 JONES, EDWARD, Patcham, Sussex, Nurseryman Brighton Pet Mar 5 Ord Mar 5
 KEYS, WILLIAM ALBERT ERNEST, Seven Sisters rd Grocer High Court Pet Mar 4 Ord Mar 4
 LEVY, JACOB, West Briggford, Notts Nottingham Pet Nov 20 Ord Mar 5
 MCKAY, WILLIAM, Balcombe, Sussex, Farmer Brighton Pet Mar 4 Ord Mar 4
 MOUNT, LAMONT LE BRETON, Lauderdale mans, Malda Vale, Inventor High Court Pet Jan 21 Ord Mar 6
 NEWTON, CECIL ARTHUR, Misterton, Notts, Grocer Lincoln Pet Mar 5 Ord Mar 5
 PAIN, GEORGE WILLIAM CHARLES, Nottingham, Tailor Nottingham Pet Mar 4 Ord Mar 4
 PATRICK, JOHN, Birch Vale, Derbyshire, Farmer Stockport Pet Feb 4 Ord Mar 4
 PHILLIPS, ERNEST ARTHUR, Southend on Sea, Essex, Shop Assistant Chelmsford Pet Mar 5 Mar 5
 PLANT, Capt W C T G G, Benares Cantonment, India High Court Pet Jan 23 Ord Mar 5
 PRICE, WILLIAM JAMES, Merthyr Tydfil, Colliery Haulier Merthyr Tydfil Pet Mar 6 Ord Mar 6
 PURSER, ALFRED, Nough, Bucks, Farm Manager Windsor Pet Mar 3 Ord Mar 3
 SMITH, ARCH WILSON, Newcastle upon Tyne, Confectioner Newcastle upon Tyne Pet Jan 21 Ord Mar 3
 SILVERMAN, MORRIS PHILIP, Jane st, Commercial rd East, Flour Factor High Court Pet Nov 23 Ord Mar 6
 SPENCE, JOHN EDWARD FOTHERGILL, Leeds, Butcher Leeds Pet Mar 4 Ord Mar 4
 SPRINGATE, EDWIN CHARLES, Chatham, Carpenter Rochester Pet Mar 5 Ord Mar 5
 STANDISH, EDWARD WILLIAM, Filby, Draper Scarborough Pet Feb 24 Ord Mar 5
 SUTTON, ROBERT ALFRED, Henrietta st, Covent Garden, Publisher High Court Pet Feb 14 Ord Mar 4
 TAYLOR, JOHN VINCENT, Englefield Green, Surrey Kingston, Surrey Pet Jan 24 Ord Mar 5
 TONKINS, WILLIAM, Sudbury, Suffolk, Grocer Colchester Pet Mar 4 Ord Mar 4
 TRIPP, GEORGE WALTER HENRY, Caerphilly, Glam, Colliery Repairer Pontypridd Pet Mar 4 Ord Mar 4
 WRINDLING, SANDER SAMUEL, Rectory rd, Stoke Newington, Foreman High Court Pet Mar 3 Ord Mar 3
 WILLIAMS, MORGAN, Llwynypia, Glam, Colliery Repairer Pontypridd Pet Mar 3 Ord Mar 3
 WILLIAMS, SYDNEY CHARLES, Pontypridd, Glam, Colliery Pontypridd Pet Mar 3 Ord Mar 3
 WRIGHT, AMOS SYDNEY, Bentley, Yorks, Builder Sheffield Pet Mar 3 Ord Mar 3

ADJUDICATION ANNULLLED.

SWEETMAN, EDWARD, Ryde, I of W. Hotel Proprietor Newport and Ryde Adjud Sept 13 1912 Annul Feb 23 1913

London Gazette.—TUESDAY, Mar. 11.

RECEIVING ORDERS.

ALLENDE, ALFRED VINE, New Eltham, Kent, Hosier High Court Pet Mar 7 Ord Mar 7
 ARUNDEL, JAMES, and JOSEPH ARUNDEL, Bradford, Engineering Contractors Bradford Pet Mar 6 Ord Mar 6
 ASHCROFT, MARY JANE, Sile, Chester, Paint Merchant Manchester Pet Feb 7 Ord Mar 7
 BEAN, ARTHUR GEORGE, Norwich, Corn Merchant Norwich Pet Mar 8 Ord Mar 8
 BOSSOM, THOMAS, Canal Wharf, Wallingford, Berks, Coal Merchant Oxford Pet Mar 8 Ord Mar 8
 CHANNELL, EDWIN HARRY, Southampton, Grocer Southampton Pet Mar 6 Ord Mar 6
 CHAPPELL, EDWIN, Derby, Night Watchman Derby Pet Mar 6 Ord Mar 6

CUNNINGHAM, WALTER, Kingston upon Hull, Boilermaker Kingston upon Hull Pet Mar 8 Ord Mar 8
 DAWSON, JAMES GARRETT, Bilsdale, Stokesley, Yorks, Farmer Northallerton Pet Mar 5 Ord Mar 5
 FARRINGTON, JOSEPH, Ancosta, Manchester, Contractor Manchester Pet Mar 7 Ord Mar 7
 GAUST, GEORGE, Denby, nr Huddersfield, Farmer Barnsley Pet Mar 6 Ord Mar 6
 GIBSON, JAMES, Clarence Gate gdns, Advertising Contractor High Court Pet Feb 13 Ord Mar 7
 HAKE, WILLIAM HENRY, Roscombe, Hants, Stationer Poole Pet Feb 17 Ord Mar 7
 HEAL, Capt WILLIAM HENRY, Cambridge High Court Pet Dec 13 Ord Mar 7
 HIRST, WILLIAM, Gracechurch st, Asphalter High Court Pet Mar 6 Ord Mar 6
 JACOBSON, MORRIS, Hightown, Manchester, Hardware Dealer Manchester Pet Feb 26 Ord Mar 6
 MITCHELL, JOHN, and FREDERICK MITCHELL, Manchester, Electrical Engineers Manchester Pet Mar 6 Ord Mar 6
 ROACH, WILLIAM WALTER, Walton West, Pembroke Farmer Pembroke Dock Pet Mar 6 Ord Mar 6
 RORDER, KARL, North End rd, Golder's Green, Merchant Barnet Pet Mar 6 Ord Mar 6
 SALMON, C H, Kilburn, Builder High Court Pet Jan 29 Ord Mar 6
 SANDERS, HARRY, Long Buckby, Northampton, Grocer Coventry Pet Mar 7 Ord Mar 7
 SCOTT, MELVILLE STUART, Merton Park, Surrey Leicester Pet Jan 18 Ord Mar 6
 STEWART, ERNEST WILLIAM and MARK THOMAS STEWART, China Warehouseman Norwich Pet Mar 7 Ord Mar 7
 VERRER, ALBERT, Bristol, Furniture Broker Bristol Pet Mar 7 Ord Mar 7
 WATSON, BARRETT, Bilsdale, Yorks, Tailor Northallerton, Pet Mar 6 Ord Mar 6
 WILLOUGHBY, RICHARD PAUL, Ruellanlhorne, Cornwall Farmer Truro Pet Mar 8 Ord Mar 8

FIRST MEETINGS.

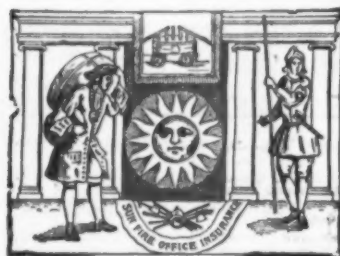
ALLENDE, ALFRED VINE, New Eltham, Kent, Hosier Mar 19 at 12 Bankruptcy bldg, Carey st
 ARUNDEL, JAMES, and JOSEPH ARUNDEL, Bradford, Engineering Contractors Mar 19 at 2 Off Rec, 12 Duke st Bradford
 CARRINGTON, BERTRAM ORIEL, Barking, Essex, Baker's Manager Mar 19 at 12 Off Rec, 14, Bedford row, London
 CHANNELL, EDWIN HARRY, Southampton, Grocer Mar 12 at 11 Off Rec, Midland Bank chmbrs., High st, Southampton
 CHAPPELL, EDWIN, Derby, Night Watchman Mar 19 at 10.15 Court House, 20, St Peter's churchyard, Derby
 CREEN, OWEN, LANE, Hutton, nr Weston super Mare, Commission Agent Mar 19 at 11.30 Off Rec, 26, Baldwin st, Bristol
 CURRY, ERNEST FRANK, Ipswich, Printer Mar 19 at 2.15 Off Rec, 26, Princes st, Ipswich
 DAVIES, DAVID ROBERT, Morriston, Swansea, Postman Mar 19 at 11 Off Rec, Government bldg, St. Mary's st, Swansea
 DAVIES, WILLIAM, Carmarthen, Licensed Victualler Mar 19 at 11.30 Off Rec, 4, Queen st, Carmarthen
 DAVIS, GRAHAM THOMAS, Kingswood, Bristol, Butcher Mar 19 at 11.45 Off Rec, 26, Baldwin st, Bristol
 DESSIN, GEORGE, Manchester, Accountant Mar 20 at 3 Off Rec, Byrom st, Manchester
 DOUGLASS, SYDNEY ARCHIBALD, Woolwich, Building Contractor Mar 19 at 2.30 152, York rd, Westminster Bridge rd
 EDWARDS, EYRE WILLIAM, Cromer, Norfolk, Laundryman Mar 19 at 12.30 Off Rec, 8, King st, Norwich
 FOX, PERCY, Barnsley, Labourer Mar 19 at 10.30 Off Rec, County Court Hall, Regent st (Eastgate entrance) Barnsley
 GAUST, GEORGE, Denby, nr Huddersfield, Farmer Mar 19 at 11 Off Rec, County Court Hall, Regent st (Eastgate entrance), Barnsley
 GIBSON, JAMES, Clarence Gate gdns, Advertising Contractor Mar 19 at 11 Bankruptcy bldg, Carey st
 GROUNDSELL, WILLIAM HENRY, Twyford Berks, Bootmaker Mar 19 at 3 Off Rec, 14, Bedford row
 HAKE, WILLIAM HENRY, Roscombe, Hants, Stationer Mar 20 at 11.30 Arcade chmbrs (first floor), Bournemouth
 HARRISON, REGINALD, Sudbury, Middx Mar 20 at 3 Off Rec, 14, Bedford row

HACKETT, HORACE, Birmingham, Auctioneer Mar 19 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
 HMA, Capt WILLIAM HENRY, Cambridge Mar 19 at 11.30 Bankruptcy bldg, Carey st
 HEILPERN, MAURICE, Whalley Range, Manchester, Merchant Mar 19 at 3 Off Rec, Byrom st, Manchester
 HIRST, WILLIAM, Gracechurch st, Asphalter Mar 19 at 1 Bankruptcy bldg, Carey st
 HOLMES, JOHN WILLIAM, Aston Cantlow, Warwick, Farmer Mar 19 at 12.30 Off Rec, 8, High st, Coventry
 JONES, EDWARD, Patcham, Sussex, Nurseryman Mar 19 at 11 Off Rec, 124, Marlborough pl, Brighton
 JONES, WILLIAM SYDNEY, Cricketh, Carnarvonshire, Grocer Mar 19 at 12 Crypt Chmbrs, Chester
 MACCHIAVELLO, NICOLA, Penarth, Glam, Outfitter Mar 19 at 3 117, St Mary st, Cardiff
 NEWTON, CECIL ARTHUR, Misterton, Notts, Grocer Mar 20 at 12.30 Off Rec, 10, Bank st, Lincoln
 PARKER, JOSEPH EDWARD, Much Wenlock, Salop, Grocer Mar 19 at 12.15 Crypt Chmbrs, Chester
 PHILLIPS, ERNEST ARTHUR, Southend on Sea, Shop Assistant Mar 20 at 12 Off Rec, 14, Bedford row, London
 PRICE, WILLIAM JAMES, Merthyr Vale, Merthyr Tydfil Colliery Haulier Mar 19 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
 ROACH, WILLIAM WALTER, Walton West, Pembroke, Farmer Mar 19 at 12.30 Off Rec, 4, Queen st, Carmarthen
 RODGERS, JOHN ALFRED, Blackburn, Engineer Mar 19 at 11 Off Rec, 13, Winkley st, Preston
 SALMON, C H, Brondesbury villas, Kilburn, Builder Mar 19 at 1 Bankruptcy bldg, Carey st
 SANDERS, HARRY, Long Buckby, Northampton, Grocer Mar 20 at 12 Off Rec, 8, High st, Coventry
 SMITH, JOHN JAMES, Great Yarmouth, Outfitter Mar 19 at 2.45 7th Star Hotel, Great Yarmouth
 SPRINGATE, EDWIN CHARLES, Chatham, Carpenter Mar 20 at 3.15 115, High st, Rochester
 STANDISH, EDWARD WILLIAM, Fley, Yorks, Draper Mar 19 at 4 Off Rec, 43, Westborough, Scarborough
 TOMKINS, WILLIAM, Sudbury, Suffolk, Grocer Mar 19 at 2.30 Off Rec, 34, Princes st, Ipswich
 WADE-PALMER, ROBERT REGINALD FAIRFAX, Norwich April 9 at 12 Bankruptcy bldg, Carey st

ADJUDICATIONS.

ALDIN, ARTHUR REGINALD, Leicester sq, Theatre Manager High Court Pet Feb 15 Ord Mar 6
 ALLENDE, ALFRED VINE, New Eltham, Hosier High Court Pet Mar 7 Ord Mar 7
 ARUNDEL, JAMES, and JOSEPH ARUNDEL, Bradford, Engineering Contractors Bradford Pet Mar 6 Ord Mar 6
 BEAN, ARTHUR GEORGE, Norwich, Corn Merchant Norwich Pet Mar 8 Ord Mar 8
 BOSSOM, THOMAS, Wallingford, Berks, Coal Merchant Oxford Pet Mar 8 Ord Mar 8
 BOYES, REGINALD V, Hitchin, Hertford, Solicitor Luton Pet Jan 2 Ord Mar 7
 CHANNELL, EDWIN HARRY, Southampton, Grocer Southampton Pet Mar 6 Ord Mar 6
 CHAPPELL, EDWIN, Derby, Night Watchman Derby Pet Mar 6 Ord Mar 6
 CUNNINGHAM, WALTER, Kingston upon Hull, Boilermaker Kingston upon Hull Pet Mar 8 Ord Mar 8
 DAWSON, JAMES GARRETT, Bilsdale, Stokely, Yorks, Farmer Northallerton Pet Mar 5 Ord Mar 5
 DOUGLASS, SYDNEY ARCHIBALD, Woolwich, Building Contractor Greenwich Pet Feb 12 Ord Mar 7
 DREW, M J, Chataworth rd, Lower Clifton, Draper High Court Pet Dec 31 Ord Mar 7
 FARRINGTON, JOSEPH, Ancosta, Manchester, Contractor Manchester Pet Mar 7 Ord Mar 7
 GAUST, GEORGE, Denby, nr Huddersfield, Farmer Barnsley Pet Mar 6 Ord Mar 6
 GLASSCOE, THOMAS HENRY, The Avenue, Grove Park Greenwich Pet Dec 31 Ord Mar 4
 HOLMES, EDWARD JAMES, Earlsfield, Wandsworth, Tobacco Dealer Wandsworth Pet Jan 29 Ord Mar 6
 MATTHEWS, JOHN HENRY, Grewe, Butcher Crewe Pet Feb 15 Ord Mar 7
 MITCHELL, JOAN and FREDERICK MITCHELL, Openshaw Manchester, Electrical Engineers Manchester Pet Mar 6 Ord Mar 6
 NATHANSON, SIMON, Howland st, Tottenham Court rd, Tobacco Dealer High Court Pet Jan 30 Ord Mar 6
 RICHARDSON, LEOPOLD WALTER, Coulsdon, Surrey, Builder Croydon Pet Feb 15 Ord Mar 7
 ROACH, WILLIAM WALTER, Broadway, Walton West, Pembroke, Farmer Pembroke Dock Pet Mar 6 Ord Mar 6
 RORDER, KARL, Golder's Green, Merchant Barnet Pet Mar 6 Ord Mar 6
 SANDERS, HARRY, Long Buckby, Northampton, Grocer Coventry Pet Mar 7 Ord Mar 7
 STEWART, ERNEST WILLIAM, and MARK THOMAS STEWART, Norwich, China Warehouseman Norwich Pet Mar 7 Ord Mar 7
 TEMPLE-BARROW, COURTNEY WILLIAM, Penrynendreneth Portmadoc Pet Jan 3 Ord Mar 7
 THOMAS, THOMAS PHELPS, Earlsfield, Wandsworth, Tobacco Dealer Wandsworth Pet Jan 29 Ord Mar 6
 VERRER, ALBERT, Bristol, Furniture Broker Bristol Pet Mar 7 Ord Mar 7
 WATSON, BARRETT, Bilsdale, Yorks Tailor Northallerton Pet Mar 6 Ord Mar 6
 WHITMORE, THOMAS JAMES, Coventry, Baker Coventry Pet Feb 14 Ord Mar 6
 WILLOUGHBY, RICHARD PAUL, Ruellanlhorne, Cornwall Farmer Truro Pet Mar 8 Ord Mar 8
 WILSON, CHARLES HERBERT CAMPBELL, Victoria st High Court Pet Jan 25 Ord Mar 6
 WRIGHT, DOUGLAS, Cornsaght rd, Barons Court High Court Pet Mar 26 Ord Mar 6
 WRIGHT, LESLEY, Dartford, Agent Rochester Pet Feb 12 Ord Mar 6

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